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NEW APPLICATION  
2009 DEC 15  
10:00 AM



December 15, 2009

**Via Overnight Courier**

Docket Control Center  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007

T-20565A-09-0563

Re: Application and Petition of Broadview Networks, Inc.  
For Certificate of Convenience and Necessity to Provide  
Resold Local Exchange Telecommunications Services in Arizona

Dear Sir or Madam:

Enclosed herewith, on behalf of Broadview Networks, Inc. ("Broadview"), please find an original and thirteen (13) copies of Broadview's Application and Petition for Certificate of Convenience and Necessity to Provide Resold Local Exchange Telecommunications Services in Arizona.

Please return the enclosed "file/stamp" copy of this transmittal letter in the addressed, stamped envelope provided for that purpose.

If you have any questions concerning this submission, please do not hesitate to contact me at (240) 461-0412 or [channan@broadviewtel.com](mailto:channan@broadviewtel.com).

Respectfully submitted,

*Catherine M. Hannan*

Catherine M. Hannan

Enclosures

Arizona Corporation Commission  
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**ARIZONA CORPORATION COMMISSION**

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending  
in Arizona as an Interexchange reseller, AOS provider,  
or as the provider of other telecommunication services.

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- ☐ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☐ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other \_\_\_\_\_ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

**Broadview Networks, Inc.**  
**800 Westchester Avenue, Suite N-501**  
**Rye Brook, NY 10573**  
**Telephone: 914-922-7000**  
**Facsimile: 914-922-7001**  
**Toll-Free Customer Service Number: 1-800-276-2384**  
**Web Address: www.broadviewnet.com**

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

**Not Applicable**

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Charles C. Hunter, Executive Vice President, Secretary and General Counsel**  
**Broadview Networks, Inc.**  
**800 Westchester Avenue, Suite N-501**  
**Rye Brook, NY 10573**  
**Telephone: 914-922-7589**  
**Facsimile: 347-287-0223**  
**Toll-Free Customer Service Number: 1-800-276-2384**  
**Web Address: chunter@broadviewnet.com**

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

**Catherine M. Hannan, Esq.**  
**Regulatory Counsel**  
**Broadview Networks, Inc.**  
**800 Westchester Avenue, Suite N-501**  
**Rye Brook, NY 10573**  
**Telephone: (240) 461-0412**  
**Facsimile: (347) 287-0223**  
**E-mail: channan@broadviewtel.com**

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

**Art Gairo, Senior Vice President**  
**Broadview Networks, Inc.**  
**2100 Renaissance Boulevard**  
**King of Prussia, PA 19406**  
**(610) 755-4182 Telephone**  
**(267) 537-0074 Facsimile**  
**E-mail: agairo@broadviewnet.com**

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- ☐ Sole proprietorship
- ☐ Partnership: \_\_\_\_\_ Limited, \_\_\_\_\_ General, \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign
- ☐ Limited Liability Company: \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign
- X Corporation: \_\_\_\_\_ "S", \_\_\_\_\_ "C", \_\_\_\_\_ Non-profit
- ☐ Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

**Please see Attachment A.**

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

**Please see Attachment B.**

(A-10) Indicate the geographic market to be served:

☒ Statewide. (Applicant adopts statewide map of Arizona provided with this application).

☐ Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

**Please see Attachment E.**

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

**Neither Applicant nor any of its officers or directors have been or are currently involved in any such investigations.**

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ X Yes

☐ No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

☐ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☐ Yes

☐ No

If "No", continue to question (A-15).

X For Local Exchange Resellers, a \$25,000 bond will be recommended.

X Yes

No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

**Please see Attachment C.**

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

☒

X Yes

☐

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

**Applicant will resell the long distance telecommunications services of certificated underlying carriers such as Qwest.**

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

**Broadview Networks, Inc., is presently authorized by the Federal Communications Commission to provide interstate domestic and international telecommunications services pursuant to Section 214 of the Communications Act of 1934, as amended. Broadview is also certified, registered or otherwise authorized to provide interexchange long distance telecommunications services throughout the contiguous United States. In Arizona, Broadview has been granted a Certificate of Convenience and Necessity to Provide Resold Long Distance Telecommunications Services in Docket No. T-20565A-07-0651, Decision No. 71295 (October 7, 2009). Additionally, Broadview has authority to provide local exchange telecommunications services in California, Connecticut, the District of Columbia, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, Michigan, Nevada, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia and Washington.**

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

**As noted above, Applicant is provides and/or is presently commencing its provision of local exchange telecommunications services in California, Connecticut, the District of Columbia, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, Michigan, Nevada, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia and Washington.**

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

**None. Applicant is a wholly-owned subsidiary of Broadview Networks Holdings, Inc. Applicant's parent company also owns a number of entities authorized to provide telecommunications services. One of these entities is authorized to provide long distance telecommunications services in Arizona. The name and address of this entity is as follows:**

**ATX Licensing, Inc.  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573**

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☐ Decision # 64178 Resold Long Distance  
☒ Decision # 64178 Resold LEC  
☐ Decision # 64178 Facilities Based Long Distance  
☐ Decision # 64178 Facilities Based LEC

#### **B. FINANCIAL INFORMATION**

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

X Yes ☐ No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's *income statement*.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

**Please see Attachment D.**

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

**Applicant will not rely on the financial resources of its Parent Company.**

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**Please see Attachment F.**

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐ Yes ☒ X No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☐

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

**Not Applicable.**

#### **E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**Not Applicable.**

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

☐

Yes

☐

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☐

Yes

☐

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

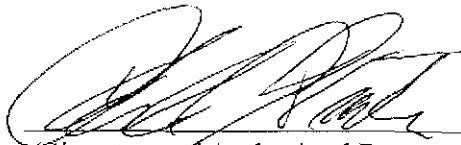
☐

Yes

☐

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

12/14/09

(Date)

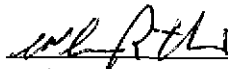
Charles C. Hunter

(Print Name of Authorized Representative)

Broadview Networks, Inc.

(Title)

SUBSCRIBED AND SWORN to before me this 14th day of DECEMBER, 2009



NOTARY PUBLIC

My Commission Expires 9/20/12

12

**ATTACHMENTS**

**ATTACHMENT A**

**CERTIFICATE OF GOOD STANDING  
& OWNERSHIP INFORMATION**

**ATTACHMENT B**

**PROPOSED TARIFF**

**ATTACHMENT C**

**AFFIDAVIT OF PUBLICATION FORM**

**ATTACHMENT D**

**FINANCIAL INFORMATION**

**ATTACHMENT E**

**COMPLAINT HISTORY**

**ATTACHMENT F**

**REVENUE AND EXPENSE  
PROJECTIONS**

**ATTACHMENT A**

**CERTIFICATE OF GOOD STANDING  
AND  
OWNERSHIP INFORMATION**

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
**CERTIFICATE OF GOOD STANDING**

*To all to whom these presents shall come, greeting:*

*I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that*

**\*\*\*BROADVIEW NETWORKS, INC.\*\*\***

*a foreign corporation organized under the laws of New York did obtain authority to transact business in the State of Arizona on the 28th day of August 2007.*

*I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.*

*This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.*

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 14th Day of December, 2009, A. D.**



*E. G. Johnson*  
Executive Director

By: \_\_\_\_\_ 419575

**Officers of Broadview Networks, Inc.**

Michael K. Robinson	Chief Executive Officer and President
Brian Crotty	Chief Operating Officer
Corey Rinker	Chief Financial Officer and Assistant Secretary
Charles C. Hunter	Executive Vice President, General Counsel and Secretary
Terence J. Anderson	Executive Vice President – Corporate Development

**Directors of Broadview Networks, Inc.**

Michael K. Robinson, Chairman  
Brian J. Mitchell  
Steven F. Tunney, Sr.  
Samuel G. Rubenstein  
John S. Patton, Jr.  
David C. Ruberg  
Robert Manning  
Peter J. Barris

All of the above individuals may be contacted at the Company's main headquarters, 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573.

## **Beneficial Ownership Interests**

### **Ownership Percentages of Officers and Directors**

Applicant is a wholly-owned subsidiary of Broadview Networks Holdings, Inc. The beneficial ownership interests of the officers and directors in Applicant, as a result of this parent relationship, are set forth on the following pages.

<b><u>Individual</u></b>	<b><u>Beneficial Ownership Interest Broadview Networks Holdings, Inc.</u></b>	<b><u>Ownership Percentage</u></b>
Michael K. Robinson	Series A Preferred: 368 shares Series B Preferred: 383 shares Class A Common: 18,750 shares	less than 1% less than 1% less than 1%
Brian Crotty	Series A Preferred: 750 shares Class A Common: 18,750 shares	less than 1% less than 1%
Corey Rinker	Series A Preferred: 450 shares Class A Common: 11,250 shares	less than 1% less than 1%
Charles C. Hunter	Series A Preferred: 350 shares Class A Common: 8,750 shares	less than 1% less than 1%
Brian J. Mitchell*	Series A preferred: 87,254 shares Series A-1 Preferred: 101,746 shares Class A Common: 4,725,000 shares	97.5% 100% 53.2%
Steven F. Tunney, Sr.*	Series A Preferred: 87,254 shares Series A-1 Preferred: 101,746 shares Class A Common: 4,725,000 shares	97.5% 100% 53.2%
Samuel G. Rubenstein*	Series A Preferred: 87,254 shares Series A-1 Preferred: 101,746 shares Class A Common: 4,725,000 shares	97.5% 100% 53.2%
John S. Patton, Jr.*	Series A Preferred: 87,254 shares Series A-1 Preferred: 101,746 shares Class A Common: 4,725,000 shares	97.5% 100% 53.2%

\* Each of Mr. Mitchell, Mr. Tunney, Mr. Rubenstein and Mr. Patton are officers of MCG Capital Corporation. By virtue of such relationship, each of Mr. Mitchell, Mr. Tunney, Mr. Rubenstein and Mr. Patton may be deemed to beneficially own the shares listed as beneficially owned by MCG. Each of Mr. Mitchell, Mr. Tunney, Mr. Rubenstein and Mr. Patton disclaims beneficial ownership of such shares.

<u>Individual</u>	<u>Broadview Networks Holdings, Inc.</u>	<u>Ownership Percentage</u>
David C. Ruberg **	Series B Preferred: 38,118 shares	41.1%
	Series B-1 Preferred: 22,459 shares	54.2%
	Class A Common: 1,514,467 shares	17.1%
Robert Manning**	Series B Preferred: 38,118 shares	41.1%
	Series B-1 Preferred: 22,459 shares	54.2%
	Class A Common: 1,514,467 shares	17.1%
Peter J. Barris ***	Series B Preferred: 20,838 shares	22.5%
	Series B-1 Preferred: 12,146 shares	29.3%
	Class A Common: 824,585 shares	9.3%

\*\* Each of Mr. Ruberg and Mr. Manning are managers of the general partners of Baker Communications Fund, L.P. and Baker Communications Fund II (QP) L.P. By virtue of such relationship, each of Mr. Ruberg and Mr. Manning may be deemed to beneficially own the shares listed as beneficially owned by Baker. Each of Mr. Ruberg and Mr. Manning disclaims beneficial ownership of such shares.

\*\*\* Mr. Barris is the managing general partner of New Enterprise Associates VII, L.P., New Enterprise Associates 9, L.P., New Enterprise Associates 10, L.P. and NEA Presidents Fund. By virtue of such relationship, Mr. Barris may be deemed to beneficially own the shares listed as beneficially owned by NEA. Mr. Barris disclaims beneficial ownership of such shares.

**ATTACHMENT B**

**PROPOSED TARIFF**

## Tariff Page Number References

	<u>Page(s)</u>
Proposed Rates and Charges for Each Service Offered	A-1 through A-23
Tariff Maximum Rates and Prices To be Charged	74 through 96
Terms and Conditions Applicable to The Provision of Service	8 through 39
Deposits, Advances and/or Prepayments Applicable to the Provision of Service	22-23
Proposed Return Check Fee	N/A

BROADVIEW NETWORKS, INC.

This Tariff applies to the Telecommunications Services furnished by Broadview Networks, Inc. ("Broadview" or the "Company") between one or more points within the Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued:

Issued by:

Charles C. Hunter, Executive Vice President and General Counsel  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

Effective:

# Local Services Tariff

Broadview Networks, Inc.

Arizona Tariff No. 2

Original Page 1

## CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	39	Original	77	Original
2	Original	40	Original	78	Original
3	Original	41	Original	79	Original
4	Original	42	Original	80	Original
5	Original	43	Original	81	Original
6	Original	44	Original	82	Original
7	Original	45	Original	83	Original
8	Original	46	Original	84	Original
9	Original	47	Original	85	Original
10	Original	48	Original	86	Original
11	Original	49	Original	87	Original
12	Original	50	Original	88	Original
13	Original	51	Original	89	Original
14	Original	52	Original	90	Original
15	Original	53	Original	91	Original
16	Original	54	Original	92	Original
17	Original	55	Original	93	Original
18	Original	56	Original	94	Original
19	Original	57	Original	95	Original
20	Original	58	Original	96	Original
21	Original	59	Original	97	Original
22	Original	60	Original	98	Original
23	Original	61	Original	99	Original
24	Original	62	Original	100	Original
25	Original	63	Original	101	Original
26	Original	64	Original	102	Original
27	Original	65	Original	103	Original
28	Original	66	Original	104	Original
29	Original	67	Original	105	Original
30	Original	68	Original	106	Original
31	Original	69	Original	107	Original
32	Original	70	Original	108	Original
33	Original	71	Original	109	Original
34	Original	72	Original	110	Original
35	Original	73	Original	111	Original
36	Original	74	Original		
37	Original	75	Original	112	Original
38	Original	76	Original		

Issued: March 5, 2008

Effective: March 6, 2008

Issued by: Charles C. Hunter, Executive Vice President and General Counsel

Broadview Networks, Inc.

800 Westchester Avenue, Suite N501

Rye Brook, NY 10573

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Issued:

Issued by:

Charles C. Hunter, Executive Vice President and General Counsel  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

Effective:

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**EXPLANATION OF SYMBOLS**

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

- (C) – to signify changed regulation.
- (D) – to signify discontinued rate or regulation.
- (I) – to signify increased rate.
- (M) – to signify a move in the location of text.
- (N) – to signify new rate or regulation.
- (R) – to signify reduced rate.
- (S) – to signify reissued matter.
- (T) – to signify a change in text but no change in rate or regulation.

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Issued:

Issued by:

Charles C. Hunter, Executive Vice President and General Counsel  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

Effective:

## SECTION 1 - APPLICATION OF TARIFF

### 1.1 APPLICATION OF TARIFF

Company's services and facilities are furnished for communications originating at specified points within the under the terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

### 1.2 AVAILABILITY

Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

All services are offered subject to the availability of facilities, whether they be facilities owned by the company or resold or leased from other carriers.

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## SECTION 2 - DEFINITIONS

Access Line: An arrangement from a local telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Commission: The Arizona Corporation Commission.

Communications Services: The Company's intrastate regulated telecommunications services.

Company, Broadview Networks, Inc. or Broadview Networks: Broadview Networks, the issuer of this tariff.

Customer: The person, firm or corporation that purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Exchange: The geographical area that has been established to administer and furnish communications in that area.

Exchange Service: Service that involves furnishing central office line facilities to provide users with the ability to make calls within the local service calling area on a measured or unlimited use bases.

Foreign Exchange Service: Service in an exchange that is furnished from an exchange that does not normally serve that area.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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SECTION 2 - DEFINITIONS (Cont'd)

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruptions shall not include, and no allowance shall be given for service difficulties such as slow dialtone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruption include the failure of service or facilities provided by a common carrier or other entity other than the Company. Any interruption allowance provided within this Tariff by the Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message, Toll: A message between different local calling areas.

Message Toll Service (MTS): A service involving facilities for telecommunications between local service areas.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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SECTION 2 - DEFINITIONS (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Telecommunications: The transmission of voice communications or subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Broadview Networks tariff.

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SECTION 3 - RULES AND REGULATIONS

3.1. Undertaking of the Company

3.1.1 General

- a. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- b. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network.
- c. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

3.1.2 Shortage of Equipment or Facilities

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

3.1.3 Terms and Conditions

- a. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- b. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.1. Undertaking of the Company (Cont'd)

## 3.1.3 Terms and Conditions (Cont'd)

- c. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- d. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- c. The tariffs of the Company shall be interpreted and governed by the laws of the Arizona without regard for its choice of laws provision.

## 3.1.4 Liability of the Company

- a. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- b. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.4 Liability of the Company (Cont'd)

- c. The Company shall not be liable for any act or omission of any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- d. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.1. Undertaking of the Company (Cont'd)

## 3.1.4 Liability of the Company (Cont'd)

- g. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- h. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- i. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- j. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- k. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- l. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Broadview Networks Service.
- m. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.1. Undertaking of the Company (Cont'd)

## 3.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## 3.1.6 Provision of Equipment and Facilities

- a. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company.
- b. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- c. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- d. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.1. Undertaking of the Company (Cont'd)

## 3.1.6 Provision of Equipment and Facilities (Cont'd)

- e. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.
- f. The Company shall not be responsible for the installation, operation, or maintenance of any Customer - or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

## 3.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 3.1.8 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.9 Optional Rates and Information Provided to the Public.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

3.1.10 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

3.1.11 Governmental Authorizations

The provision of Broadview Service is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.2. Obligations of the Customer

3.2.1 General

The Customer shall be responsible for:

- a. the payment of all applicable charges pursuant to the tariffs of the Company;
- b. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- d. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.2. Obligations of the Customer (Cont'd)

## 3.2.1 General (Cont'd)

- e. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (c.g. friable asbestos) prior to any construction or installation work;
- f. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under subsection 2.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- g. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- h. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.2. Obligations of the Customer (Cont'd)

## 3.2.2 Prohibited Uses

- a. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- b. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- c. A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

## 3.2.3 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- a. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- b. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- c. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.3. Customer Equipment

## 3.3.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

## 3.3.2 Station Equipment

- a. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- b. The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- c. Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- d. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.3. Customer Equipment (Cont'd)

## 3.3.3 Interconnection of Facilities

- a. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- b. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- c. Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

## 3.3.4 Tests, Adjustments and Inspections

## a. Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

## b. Inspections

1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in subsection 3.2(b) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.3 Customer Equipment (Cont'd)

## 3.3.4 Tests, Adjustments and Inspections (Cont'd)

2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

## 3.3.5 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff. From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges of the service, each joint user shall be responsible for the payment of the charges billed to it.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.4. Payment Arrangements

## 3.4.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

## 3.4.2 Billing and Collection of Charges

- a. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- b. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- c. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- d. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- e. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.4. Payment Arrangements (Cont'd)

## 3.4.2 Billing and Collection of Charges (Cont'd)

- f. With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 %.

## 3.4.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4. Payment Arrangements (Cont'd)

3.4.4 Deposits

- a. To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit shall not be in excess of one-half of the estimated average total monthly bill for all services, and in the case of seasonal service, in excess of one-half of the estimated charges for the service for the season involved.
- b. A deposit may be required in addition to an advance payment.
- c. After a Business Customer has paid bills for service for twenty-four (24) consecutive months without having had service denied or disconnected for non-payment, and without having had more than one (1) occasion on which a bill was delinquent, and provided that the customer's credit is not otherwise impaired, the Company shall refund the Customer's deposit, including accrued interest.
- d. Deposits held will accrue simple interest at a rate prescribed by the appropriate Arizona agency.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.4. Payment Arrangements (Cont'd)

## 3.4.5 Discontinuance of Service

- a. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- b. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- c. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by ten days prior notice to the Customer, may discontinue or suspend service without incurring any liability.
- d. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- e. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- f. Upon the Company's discontinuance of service to the Customer under paragraphs (a) or (b) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.4. Payment Arrangements (Cont'd)

## 3.4.6 Cancellation of Application for Service

- a. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- b. Where, prior to cancellation by the Customer, the Company incurs any expenses for installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at a rate determined by the Commission)
- c. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- d. The special charges described in paragraphs (a) through (c), above, will be calculated and applied on a case-by-case basis.

## 3.4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4. Payment Arrangements (Cont'd)

3.4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

3.4.9 Disputed Bills

The Customer may dispute a bill by written notice, in person or by telephone. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the Arizona Corporation Commission.

The Company shall inform the Customer or applicant of the right to have the problem considered and reviewed by the Commission and shall provide the name, address and telephone number of the appropriate Commission Division as follows:

Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007  
(800) 222-7000  
or  
(602) 542-4251

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5. Allowances for Service Interruptions

- 3.5.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 3.5.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 3.5.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.5. Allowances for Service Interruptions (Cont'd)

## 3.5.4 Credit allowances shall be calculated as follows:

## a. Interruptions of 24 Hours or Less

- (1) 1/30th of the monthly rate if it is the first interruption in the same billing period.
- (2) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one 24 hour period shall be considered as one interruption. In no event shall such interruption credits any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

## b. If interruption continues for more than 24 hours:

- (1) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- (2) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.5 Allowances for Service Interruptions (Cont'd)

3.5.5 No credit allowance will be made for:

- a. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- b. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- c. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- d. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- f. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- g. interruption of service due to circumstances or causes beyond the control of the Company;
- h. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.6. Classification of Customers

3.6.1 The determination as to whether telephone service should be classified as Business is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

a. Business rates apply at the following locations, among others:

- (1) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- (2) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- (3) In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.7. Use of Customer's Service by Others

## 3.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the customer responsible for the manner in which the joint use of the service will be allocated. Broadview Networks will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## 3.7.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.8. Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 7, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 6, preceding. All costs, fees and expenses reasonably incurred in connection with reasonable expenses by the Company to establish services to a customer.

- a) all Non-Recurring charges as specified in the Company's tariffs, plus
- b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- c) all Recurring Charges specified in the applicable Company Tariff for the balance of the then current term.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.9. Notices and Communications

- 3.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 3.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 3.9.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 3.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.10. Application of Rates

3.10.1 Introduction

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

3.10.2 Rates Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- a. Unless otherwise specified, calls are timed in one minute increments. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- b. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- c. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.10. Application of Rates (Cont'd)

## 3.10.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- a. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- b. The airline distance between any two Rate Centers is determined as follows:
  - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
  - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - 3) Square each difference obtained in step (2) above.
  - 4) Add the square of the "V" difference and the square of the difference obtained in step (3) above.
  - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.11. Special Construction and Special Arrangements

## 3.11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- b. of a type other than that which the Company would normally utilize in the furnishing of its services;
- c. over a route other than that which the Company would normally utilize in the furnishing of its services;
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis;
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction.

## 3.11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.11. Special Construction and Special Arrangements (Cont'd)

## 3.11.3 Basis for Cost Computation

The costs referred to in 3.11.2 preceding may include one or more of the following items to the extent they are applicable:

- a. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) equipment and materials provided or used,
  - (2) engineering, labor and supervision,
  - (3) transportation,
  - (4) rights of way, and
  - (5) any other item chargeable to the capital account;
- b. annual charges including the following:
  - (1) cost of maintenance;
  - (2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - (3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - (4) any other identifiable costs related to the facilities provided; and
  - (5) an amount for return and contingencies.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.11. Special Construction and Special Arrangements (Cont'd)

## 3.11.4 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- a. The maximum termination liability is equal to the total cost of the special facility as determined under 3.11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- b. The maximum termination liability as determined in paragraph (a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

## 3.11.5 Term

The minimum term for any Broadview Networks Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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## SECTION 3 - RULES AND REGULATIONS (Cont'd)

## 3.12. Temporary Promotional Programs

The Company may, from time to time, offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimental purposes. The promotional offering may be limited as to its duration, the dates and times of the offering, the customers eligible to receive the offering and the locations within its service territory where the offering is made. Particulars will be furnished to the Commission's Staff within five (5) working dates of the effective date.

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## SECTION 4 - DESCRIPTION OF SERVICES

### 4.1 Basic Local Exchange Service

#### 4.1.1 Service Areas and Local Calling Areas

Broadview Networks, Inc.'s exchange area and local calling areas are identical to those defined in the tariffs of Qwest, Inc. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange.

### 4.2 Service Offerings

The following Company Services in this section are for business and residential Customers and for carriers certificated by the Commission.

All services offered in this tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services and Measured Telecommunications Service are assessed on either a flat rate or a measured rate basis and are additional to the charges shown for Standard Residence or Business Line as are other service charges.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.3 Standard Access Line

The Standard Residential or Business Access Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Access Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one line provided by Broadview Networks. Standard Access Lines enable the customer to:

- (a) place or receive calls to any station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service.

Touch Tone signaling, consisting of a push button or touchtone dial that sends out a sound which consists of two discrete tones (one low frequency and one high frequency), picked up and interpreted by telephone switches, is provided as part of the Standard Access Line.

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in section 5.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.4 (Reserved For Future Use)

4.5 Residential Calling Plans

4-Penny  
NoNonCents

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.6 Reserved For Future Use

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.7 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

4.8 Operator Service

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

4.9 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, furnished to the extent facilities permit, provides the customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification and Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.10 Optional Calling Features

Anonymous Call Rejection: Permits the end-user to reject calls from parties that have activated the Per Call Blocking or Per Line Blocking features to prevent the display of calling telephone numbers.

Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Busy Number Re-dial: This feature automatically redials another parties phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.

Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation.

The Customer is charged for the call between the original terminating number and the number to which it is remotely call forwarded. The Customer must subscribe to adequate facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.

Call Forwarding Busy: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user's service order.

Call Forwarding No Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.10 Optional Calling Features (Cont'd)

Call Return: Provides the Customer with an announcement of the last of the most recent incoming call, whether it is answered or not, and allows the Customer to return the call automatically. If the called line is busy, a 30 minute queuing process begins.

Ultra Forward: Ultra Forward combines Call Forwarding Variable with remote access capability. In addition to the current Call Forwarding Variable feature access method, Ultra Forward service provides customers access from any touch-tone or tone-signaling-capable telephone.

Select Call Forward: This service allows a customer to select a maximum of up six telephone numbers for forwarding. This list can only be created from and for telephone numbers located in appropriately equipped offices.

Priority Call: This service provides one distinctive audible signal to the called customer when a call from one of up to six pre-specified telephone numbers. The calling list can only be created from and for telephone numbers located in appropriately equipped offices.

Speed Calling (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

Call Block: Allows the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.10 Optional Calling Features (Cont'd)

Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call.

Caller ID with Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage base only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company. The customer using Call Trace is required to contact the Company for further action and will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Distinctive Ringing: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring on incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.11 Blocking Features

A calling party may block their telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service.

Customers have two blocking options:

Per-Call Blocking: By activating a special code, the caller may block the transfer of the telephone number for that call only. There is no charge for using per-call blocking and it is provided on an unlimited basis.

Line Blocking: This service must be added to a customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

Line blocking is available to all customers in Broadview Networks, Inc.'s serving territory. Line blocking is provided without charge, except as discussed in the rate section of this tariff.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.12 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Directory listings are provided in connection with each Customer service as specified herein.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the *clearness of the listing* or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.13 Directory Listings (Cont'd)

The following types of listings will be made available:

Primary: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

Additional: In connection with local exchange service, additional listings are available only in the same name of authorized users of the Customer's service, as defined herein.

Non-Published: Listings that are not printed in directories nor available from Directory Service.

A Non-Published Telephone Service will be furnished at the customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the DA records.

Non-Listed: A Non-Listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's DA and other records and will be given to any calling party.

Foreign: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

Alternate Call: This listing, where available, references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

Reference: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone number.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.14 Personalized Telephone Number

Personalized Telephone Number is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Personalized Telephone Number is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Personalized Telephone Numbers assigned to Customer's and may, therefore, change them if required.

A Nonrecurring charge applies per Personalized Telephone Number.

## 4.15 Calling Card Services

The Company's Calling Card Services are offered to Customers of its local exchange and long distance services.

In addition to a per call surcharge, there is an 18 second minimum charge per Calling Card call. Each is rounded up to the next six second increment after the initial 18 seconds.

The Company's Calling Card Services are accessed by dialing a toll-free number and entering the Calling Card Number (area code, phone number, and PIN).

No discounts apply to Calling Card Services.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.16 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

A Dispatch Charge will apply, if as a result of an end user's actions, the Company cannot complete requested work activity when a technician has been dispatched to the end user's premises. The Dispatch Charge also applies if an end user requests the dispatch of a technician to the end user's premises and there is no customer access resulting in the technician being unable to confirm that there is no trouble found on the Company's network.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.17 Emergency Services Calling Plan

Access (at no additional charge) to emergency services by dialing 0 - or 9-1-1.

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following; are offered at no charge to Customers:

- (a) Governmental fire fighting, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.18 Reserved For Future Use

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.19 Broadspeed Voice T1

## a. Description

Broadspeed Voice T1 service provides digital trunk connections from an end user's Private Branch Exchange (PBX) or other DS1-capable equipment to a Company switching center. Broadspeed Voice T1 is a DS1 (1.544 Mbps) transmission link providing 24 voice-grade DS0 communications channels per facility.

Broadspeed Voice T1 offers customers the capabilities for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. Direct Outward Dialing permits end users behind a PBX, or DS1-capable system, to dial out directly without the aid of an attendant. Direct Inward Dialing permits calls to terminate directly to a number behind a PBX or DS1-capable system, without the aid of an attendant. DID/DOD permits two-way trunking.

Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract. All Customers agree to meet and will be billed a minimum of \$150.00 in monthly calling volumes, including local service, intra-ATA toll, interstate and international long distance calling for each Broadspeed Voice T1 service.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.19 BROADSPEED VOICE T1 (Cont'd)

## b. Non-Recurring Charges

Installation: A non-recurring Installation charge is applicable for each Broadspeed Voice T1 facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each Broadspeed Voice T1 facility.

Change Order: A non-recurring Change Order charge is applicable for each Broadspeed Voice T1 facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Voice T1.

Inside Wire: A non-recurring Inside Wire charge is applicable for Broadspeed Voice T1 service. The charge is billed on an hourly basis, with a minimum charge of one hour. Additional Inside Wire charges are billed in hourly increments.

## c. Monthly Recurring Charges

Broadspeed Voice T1 service is subject to monthly recurring charges on a per facility basis. All DS1 facilities are subject to a fixed monthly recurring charge. DS1 facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Company T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.19 Broadspeed Voice T1 (Cont'd)

## c. Monthly Recurring Charges (Cont'd)

Subscribers must select one of the following four (4) discrete calling plan options shown below.

Measured Plan: There is no monthly recurring charge associated with the Measured Plan with the exception of the facility charge. All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.19 Broadspeed Voice T1 (Cont'd)

## d. Local Calls

Broadspeed Voice T1 provides local calling service. Local usage is non-time-of-day sensitive and is billed on per minute basis.

The Company concurs with the local exchange and service areas defined by the incumbent local exchange areas.

The Flat Rate Local Plan is limited to 100,000 minutes per month of outbound local usage allowance per Voice T1. Local Usage exceeding the monthly allowance will be billed at standard Measured Plan per minute rates.

For customers with the Flat Rate Local Plan, the local usage allowance applies only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff. Customers who exceed the Flat Rate Local Plan allowance for three (3) consecutive months may have their rates adjusted to the standard Measured Plan.

## e. IntraLaTA Toll Calls

Broadspeed Voice T1 provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

## f. Long Distance Calls

Broadspeed Voice T1 provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.20 Broadspeed PRI

## a. Description

Broadspeed PRI is a local exchange access service that provides direct digital connections via 1.544 facility between customers with ISDN-PRI compatible Customer Premises Equipment (CPE) and ISDN-PRI equipped switches.

Broadspeed Primary Rate Interface (PRI) provides local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit data applications. Broadspeed PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel, or 24 B channels to provide the customer with the capabilities of a simultaneous access, transmission, and switching of voice, data and video applications via channelized transport.

Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract. All Customers agree to meet and will be billed a minimum of \$150.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling for each Broadspeed PRI service.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.20 BROADSPEED PRI (Cont'd)

## b. Features

Broadspeed PRI offers the following feature functionalities:

- Calling Party Number (CPN) -- CPN allows the user to have access to the directory number of the calling party.
- Call-by-Call (CBC) -- CBC allows B channels to be configured to access multiple services such as data, voice and video applications on a per call basis and eliminates the need for separate facilities for individual services.
- Multiple Facility Signaling Control -- MFSC allows the D channel of one PRI arrangement to provide signaling for up to 20 (T) PRIs. A back up D channel is required for this arrangement.
- Calling Line Identification -- Delivers the calling party's telephone number, if available, to the Broadspeed PRI subscriber. The number will be delivered if the call originates either in the same switch as the subscriber or is connected to the switch by SS7. This feature is available per port.
- Backup D Channel -- provides a backup D channel as a standby spare in the event that the primary D channel fails. Multiple Facility Signaling Control is required for this feature. Backup D channel is available in the DMS switches; and must be NI-2 compatible.
- Caller ID With Name - This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.20 BROADSPEED PRI (Cont'd)

## c. Non-Recurring Charges

Installation: A non-recurring Installation charge is applicable for each BROADSPEED PRI facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each BROADSPEED PRI facility.

Change Order: A non-recurring Change Order charge is applicable for each BROADSPEED PRI facility where after initial installation, the Customer requests changing telecommunications services associated with BROADSPEED PRI.

Inside Wire: A non-recurring Inside Wire charge is applicable for BROADSPEED PRI service. The charge is billed on an hourly basis with a minimum charge of one hour. Additional Inside Wire charges are billed in hourly increments.

## d. Monthly Recurring Charges

BROADSPEED PRI service is subject to monthly recurring charges on a per facility basis. All PRI facilities are subject to a fixed monthly recurring charge. PRI facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Company T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.20 Broadspeed PRI (Cont'd)

d. Monthly Recurring Charges (Cont'd)

Subscribers must select one of the following four (4) discrete calling plan options shown below.

Measured Plan: There is no monthly recurring charge associated with the Measured Plan with the exception of the facility charge. All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.20 Broadspeed PRI (Cont'd)

## e. Local Calls

Broadspeed PRI provides local calling service. Local usage is non-time-of-day sensitive and is billed on per minute basis.

The Company concurs with the local exchange and service areas defined by the incumbent local exchange areas.

The Flat Rate Local Plan is limited to 100,000 minutes per month of outbound local usage allowance per PRI. Local usage exceeding the monthly allowance will be billed at standard Measured Plan per minute rates.

For customers with the Flat Rate Local Plan, the local usage allowance applies only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff. Customers who exceed the Flat Rate Local Plan allowance for three (3) consecutive months may have their rates adjusted to the standard Measured Plan.

## f. IntraLATA Toll Calls

Broadspeed PRI provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

## g. Long Distance Calls

Broadspeed PRI provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.21 BROADSPEED INTEGRATED T1

## a. Description

Broadspeed Integrated T1 service provides a high capacity DS1 (1.544 Mbps) transmission link from an end user's premises to the Company's switching center. Broadspeed Integrated T1 service allows customers to integrate voice and data on the same circuit or facility. The minimum configuration of an Integrated T1 is one of the three following configurations: 1) 10 lines of voice service and 256k Internet access port; 2) 8 lines of voice service and 384k Internet access port; or 3) 6 lines of voice service and 512k Internet access port. At no time is the configuration permitted to be below one of these minimum configurations.

Broadspeed Integrated T1 offers customers the capabilities for local, intraLATA toll, long distance, 411, 911, dial around and toll-free calls. Customers must select the Company as their carrier for local, intraLATA toll and long distance calling. Broadspeed Integrated T1 also offers customers the capabilities for incoming calls only (DID). Direct Inward Dialing permits calls to terminate directly to a number behind a PBX or DS1-capable system, without the aid of an attendant.

Customers are initially given the opportunity to subscribe to the Company's services for 2 year or 3 year term commitments, with a 2 year term being the minimum contractual obligation. At the expiration of the term contracts, Customers are given the opportunity to subscribe to the Company's services on a month-to-month basis. All measured-rate Customers agree to meet and will be billed a minimum of \$50.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling over the Company's T1 lines.

Customers are also given the opportunity to select from two mutually exclusive price plans. A measured-rate price plan has a monthly fee for each voice line and usage charges for local, intraLATA toll, and domestic and international Long Distance based on a cost per minute. Calls are metered and charges are determined by the duration of the call times the cost per minute. A flat-rate pricing plan gives the Customer the option to select unlimited local and intraLATA toll calls for one fixed price per line and metered domestic and international Long Distance based on a cost per minute. All voice lines provisioned on an Integrated T1 must be assigned identical calling plans. Mixing measured-rate and flat-rate calling plans on an Integrated T1 service is not permitted.

If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract or requires their configuration of voice and data lines to fall below the minimum thresholds, the termination liability will be equal to \$400 multiplied by the number of months remaining on the contract.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.21 Broadspeed Integrated T1 (Cont'd)

b. Non-Recurring Charges

Installation: A non-recurring Installation charge is applicable for each Broadspeed Integrated T1 facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each Broadspeed Integrated T1 facility.

Change Order: A non-recurring Change Order charge is applicable for each Broadspeed Integrated T1 facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Integrated T1.

Inside Wire: A non-recurring Inside Wire charge is applicable for Broadspeed Integrated T1 service. The charge is billed on an hourly basis, with a minimum charge of one hour. Additional Inside Wire charges are billed in hourly increments.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.21 BROADSPEED INTEGRATED T1 (Cont'd)

## c. Monthly Recurring Charges

DS1 Facility: A monthly recurring fee applies for each DS1 facility provisioned. In addition to the DS1 facility fee, a mileage fee is added to those circuits that are greater than 0.1 miles and less than fifteen miles from a Company Integrated T1 service collocation. No services are provisioned beyond fifteen miles from a Company T1 collocation. BROADSPEED Integrated T1 subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

Internet Access Port: Customers must select one of five (5) discrete bandwidth choices for Internet access.

Equipment Rental: A fee for rental of a Company-provided Integrated Access Device that will reside at the customer's premises for the duration of the service period. The equipment remains the property of the Company and must be returned upon service disconnection else Customer will be levied a fee up to \$2,000.

Caller ID With Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line. Caller ID With Name is only available to subscribers with two or three year commitments.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.21 BROADSPEED INTEGRATED T1 (Cont'd)

## c. Monthly Recurring Charges (Cont'd)

Voice Lines: Customers may opt for analog voice lines and/or digital or PRI trunks. Fees are per working voice channel. Customers may select all lines assigned to the measured rate calling plan or all lines assigned to the flat-rate calling plan. Calling plan assignments cannot be mixed on the same Integrated T1 service.

Customers that select the flat-rate calling plan with unlimited local and intraLATA calling are further subject to these conditions: Line rate includes all local and intraLATA outbound direct dialed calls. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with autodialer, call center or certain automated switching equipment. Available for voice use only. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

A PRI trunk type is also available for purchase. When a customer selects any number of lines as PRI trunk type, the following conditions apply:

- One DS0 channel on the DS1 facility is reserved as the data channel or "D-channel" of the PRI arrangement for purposes of providing signaling for up to 19 other DS0's provisioned as bearer channels or B-channels on that same facility.
- The Customer is not charged for the D-channel, nor does the D-channel count toward the minimum configuration requirements defined earlier in this section.
- Each B-channel is levied monthly recurring line charges described as "PRI Trunk" in this section.
- PRI Trunk types may not be provisioned with T1 Digital Trunk types (T1 Channel Assigned Signaling) on the same DS1 facility.
- Each PRI Trunk includes Call ID (Number Only) at no additional charge. Customer's PBX must support NI-1 protocol. The PRI Trunk type supports NI-1 or SESS simulation only. It will not support NI-2 protocol.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.21 Broadspeed Integrated T1 (Cont'd)

## c. Monthly Recurring Charges (Cont'd)

Broadspeed Integrated T1 subscribers may subscribe to either a Five Feature Package which includes up to any five of the features below or they may subscribe to the Unlimited Feature Package which may include any and all of the following features.

Three Way Calling	Caller ID
Speed Calling	Multi Ring Service
Anonymous Call Rejection	Remote Call Forward
Call Return	Call Hold
Repeat Dial	Call Pickup
Call Block	Call Trace
Call Forward Busy Line	Ultra Call Forward
Call Forward Don't Answer	Call Forward

## d. Local Calls

Broadspeed Integrated T1 provides local calling service. Local usage is non-time-of-day sensitive and is billed on per minute basis. The Company concurs with the local exchange and local service areas defined by the incumbent local exchange company.

## e. IntraLATA Toll Calls

Broadspeed Integrated T1 provides intraLATA toll calling service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an intraLATA toll call. IntraLATA toll usage is non-time-of-day sensitive and is billed on a per minute basis.

The Company concurs with the standard intraLATA boundaries defined by the incumbent local exchange company.

## f. Long Distance Calls

Broadspeed Integrated T1 provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Long distance usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.22 Broadspeed Dynamic IP

a. Description

Broadspeed Dynamic IP service is a dynamic integrated T1 service that provides a high capacity DS1 (1.544 Mbps) transmission link from an end user's premises to the Company's switching center and allows customers to integrate voice and data on the same DS1 facility. Broadspeed Dynamic IP is provisioned as a full 1.544 Mbps Internet Protocol (IP) port and Voice over IP (VoIP) technology is employed to derive analog voice line equivalents within that same IP bandwidth. Voice traffic is assigned the highest priority traffic type on the IP facility and will use whatever bandwidth is necessary to ensure high quality call transmission. IP bandwidth not being used for voice traffic at any given time is allocated to the customer's data services and this bandwidth fluctuates depending on the customer's voice traffic needs. Each Broadspeed Dynamic IP service comes with a minimum configuration of six (6) voice lines provisioned on a full 1.544 Mbps Internet access port. At no time is the configuration permitted to be below these minimum thresholds.

Broadspeed Dynamic IP offers customers the capabilities for local, intraLATA toll, long distance, 411, 911, dial around and toll-free calls. Customers must select the Company as their carrier for local, intraLATA toll and long distance calling. Broadspeed Dynamic IP also offers customers the capabilities for incoming calls only (DID). Direct Inward Dialing permits calls to terminate directly to a number behind a PBX or DS1-capable system, without the aid of an attendant.

Customers are initially given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year term commitments, with a 1 year term being the minimum contractual obligation. At the expiration of the term contract, Contracts are automatically renewed for a 1 year term at 1 year term rates.

If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract or requires their configuration of voice and data lines to fall below the minimum thresholds, the termination liability will be equal to \$400 multiplied by the number of months remaining on the contract.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.22 Broadspeed Dynamic IP (Cont'd)

## b. Features

Broadspeed Dynamic IP includes the following feature functionalities:

- Caller ID With Name
- Direct Inward Dialing (DID)
- Hunting

## c. Non-Recurring Charges

Installation: A non-recurring Installation charge is applicable for each DS1 facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each DS1 facility.

Change Order: A non-recurring Change Order charge is applicable for each DS1 facility where, after initial installation, the Customer requests changing telecommunications services associated with Broadspeed Dynamic IP service.

Inside Wire: A non-recurring Inside Wire charge is applicable for Broadspeed Dynamic IP service. The charge is billed on an hourly basis, with a minimum charge of one hour. Additional Inside Wire charges are billed in hourly increments.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.22 Broadspeed Dynamic IP (Cont'd)

## c. Monthly Recurring Charges

Subscribers must select one of the following four (4) discrete calling plan options shown below.

Measured Plan: Includes 1.544 Mbps IP bandwidth with six (6) voice lines. Monthly recurring charges for the Measured Plan do not include any usage. All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

10k Plan: Includes 1.544 Mbps IP bandwidth with six (6) voice lines. Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Includes 1.544 Mbps IP bandwidth with six (6) voice lines. Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

100k Plan: Includes 1.544 Mbps IP bandwidth with six (6) voice lines. Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.22 BROADSPEED DYNAMIC IP (Cont'd)

## c. Monthly Recurring Charges (Cont'd)

In addition to the BROADSPEED DYNAMIC IP base package charges, additional charges may apply as follows:

DS1 Facility: A monthly recurring fee applies for each DS1 facility provisioned. In addition to the DS1 facility fee, a mileage fee is added to those circuits that are greater than 0.1 miles and less than fifteen miles from a Company service collocation. No services are provisioned beyond fifteen miles from a Company collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

Equipment Rental: A fee for rental of a Company-provided Integrated Access Device that will reside at the customer's premises for the duration of the service period. The equipment remains the property of the Company and must be returned upon service disconnection else Customer will be levied a fee up to \$2,000.

Voice Lines: Customers may subscribe to voice lines in addition to standard voice lines included with each package. Fees for additional voice lines are per working voice channel.

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## SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

## 4.22 BROADSPEED DYNAMIC IP (Cont'd)

## d. Local Calls

Broadspeed Dynamic IP service provides local calling service. Local usage is non-time-of-day sensitive and is billed on a per second basis. The Company concurs with the local exchange and local service areas defined by the incumbent local exchange company.

Local usage allowances apply only to outbound direct dialed calls. The service cannot be used with autodialers which are devices that allow users to dial pre-programmed telephone numbers, or used for outbound call center applications such as telemarketing or market research. This service is available only to business customers and is only for voice use. The Company reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

## e. IntraLATA Toll/Long Distance Calls

Broadspeed Dynamic IP provides intraLATA toll calling service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an intraLATA toll service call. IntraLATA toll usage is non-time-of-day sensitive and is billed on a per minute basis. The Company concurs with the standard intraLATA boundaries defined by the incumbent local exchange company.

Broadspeed Dynamic IP also provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Long distance usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

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## SECTION 5 - RATES &amp; CHARGES

## 5.1 Standard Access Line Rates

Standard Access Lines are provided where facilities currently exist. New Access Lines requiring new facilities will incur additional charges.

## 5.1.1 Residential

Monthly Recurring Charges	Maximum
Flat Rate Service	
Individual Line, first	\$22.78
Individual Line, additional	\$22.78
Message Rate Service (Includes 75 Local Message Units)	
Individual Line, first	\$17.29
Individual Line, additional	\$17.29
Additional Local Message Units	\$0.12

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (cont'd)

## 5.1.1 Residential (Cont'd)

<b>Non-Recurring Charges</b>	<b>Maximum</b>
Line Connection	
Each	\$31.00
Service Change	
(changes, additions per order)	\$17.00
Change of Telephone Number	\$17.00
Change of Residence	\$17.00
Change in Class or Grade of Service	\$17.00
Presubscription Change	
(changes, per line)	\$15.00
Line Restoral	\$77.00

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$17.00
Voluntary Toll restriction Re-activation	\$17.00

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$17.00
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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (Cont'd)

## 5.1.2 Business

**Monthly Recurring Charges**

Message Rate Service (No Local Message Units included)

	<b>Maximum Monthly</b>	
Individual Line, first	\$26.50	
Individual Line, additional	\$26.50	
Additional Local Message Units	\$0.194	
	<u>Monthly</u>	<u>1-Year Term</u>
Unlimited Local Usage		
- In addition to Individual Line Message Rate Service	\$28.00	\$24.00
Unlimited Local and Toll Usage		
- In addition to Individual Line Message Rate Service	328.00	\$34.00

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (Cont'd)

## 5.1.2 Business (Cont'd)

<b>Non-Recurring Charges</b>	<b>Maximum</b>
------------------------------	----------------

## Line Connection

First Line	\$93.25
Additional Line	\$35.00

(Line Connection charges for additional lines are only applicable when an additional line of the same type is installed at the same time as the first line)

## Service Change

(changes, additions per order)	\$41.50
Change of Telephone Number	\$41.50
Transfer of Billing Name	\$41.50
Change in Class or Grade of Service	\$47.20
Presubscription Change (changes, per line)	\$15.00

Line Restoral	\$31.50
---------------	---------

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$41.50
Voluntary Toll restriction Re-activation	\$41.50

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$41.50
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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.2 Optional Calling Features Rates

**Maximum**

<u>Monthly Charges</u>	<u>Residence</u>	<u>Business</u>
Anonymous Call Rejection	\$4.25	\$4.00
Call Block	\$5.20	\$6.50
Per Line Blocking	\$2.00	\$3.00
Call Forwarding – Variable	\$5.65	\$8.00
Call Waiting	\$7.25	\$9.00
Distinctive Ring	\$5.75	\$10.00
Call Return - Unlimited	\$5.20	\$6.25
Call Return - Per use	\$1.75	\$1.75
Speed Dial		
8	\$2.65	\$3.40
30	\$5.00	\$5.31
3-Way Calling	\$5.75	\$6.50
3-Way Calling – Per Use	\$1.75	\$1.75
Call Trace – Per Use	\$2.00	\$2.00
Remote Call Forwarding	\$20.35	\$26.80
Caller ID	\$7.75	\$16.25
Caller ID with Name	\$9.20	\$25.75
Priority Call	\$4.20	\$4.50
Busy Number Redial – Per use	\$1.75	\$1.75
Busy Number Redial - Unlimited	\$3.25	\$3.50
Select Call Forward	\$5.25	\$5.50
Ultra Forward	\$6.25	\$8.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.3 Blocking Services

In addition to the rates listed above for Blocking services, the following rate may be applicable in instances where customers wish to have Line Blocking Deactivated:

<u>Line Blocking Deactivation</u>	<b>Maximum</b>	
	<u>Residence</u>	<u>Business</u>
Non-recurring, per event	\$20.00	\$20.00

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SECTION 5 - RATES & CHARGES (Cont'd)

5.4 Reserved For Future Use

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.5 Directory Assistance Rates

A customer may obtain Directory Assistance in determining telephone numbers within their local calling area by calling the DA operator at the following rate:

**Maximum**

	<u>Residence</u>	<u>Business</u>
Directory Assistance:	\$1.75 per call	\$1.75 per call

Residential customers are eligible to place five (5) calls to Directory Assistance per line per month at no additional charge.

A customer may request that the call be completed by the DA service for the following charge:

	<u>Residence</u>	<u>Business</u>
DA Call Completion:	\$1.51 per call	\$1.51 per call

A customer may obtain Directory Assistance in determining telephone numbers outside their local calling area by dialing either "411" or "00" at the rates listed herein.

	<u>Residence</u>	<u>Business</u>
National Directory Assistance:	\$1.50 per call	\$1.50 per call

## 5.6 Operator Services Rates

The following surcharges will be assessed on a per call basis.

	<u>Residence</u>	<u>Business</u>
Collect Calling	\$4.07	\$5.95
Person to Person	\$5.45	\$8.50
Operator Station to Station	\$4.07	\$5.95
Mechanized Station to Station	\$3.49	\$5.50

## 5.7 Busy Line Verification and Interrupt Service Rates

	<u>Residence</u>	<u>Business</u>
Busy Line Verification, each request	\$2.49	\$3.50
Busy Line Verification with Interrupt, each request	\$3.07	\$7.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.8 Directory Listings

**Maximum**

<u>Monthly Recurring</u>	<u>Residence</u>	<u>Business</u>
Additional Listing	\$3.17	\$4.16
Non-Published	\$2.02	\$2.02
Non-Listed	\$1.54	\$1.54

5.9 Personalized Phone Number  
Nonrecurring

<u>Residence</u>	<u>Business</u>
\$29.00	\$120.00

## 5.10 Calling Card

<u>Residence</u>	<u>Business</u>
------------------	-----------------

Paystation surcharge, per call	\$1.75	\$1.75
Per Minute, per call	\$1.25	\$1.25

## 5.11 Maintenance Visits

Normal Business Hours (Monday-Friday 8:00 am – 5:00 pm)

\$60.00 per site visit, and

\$115.00 per hour, billed in fifteen (15) minute increments, per technician, plus materials.

Outside Normal Business Hours

\$85.00 per site visit, and

\$165.50 per hour, billed in fifteen (15) minute increments, per technician, plus materials.

Dispatch Charge

Per Occurrence - \$155.00

## 5.12 Reserved For Future Use

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SECTION 5 - RATES & CHARGES (Cont'd)

5.13. Reserved For Future Use

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.14 Residential Calling Plans

5.14.1 NoNonCents

- Standard Access Line
- Unlimited Local, Regional and Domestic Long Distance for direct dialed outbound calls within the Continental United States
- First line - \$44.95 monthly recurring charge
- Each additional line - \$30.00 monthly recurring charge

Customers must sign a 1-year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Included local usage applies to direct dial domestic calls only. Service cannot be used with autodialer, toll free service, call center or certain automated switching equipment and is for voice use only. Broadview Networks reserves the right to change the calling plan of Customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Tariff.

5.14.2 4-PennyFirst Line

- Standard Access Line
- 500 free local calls; calls exceeding 500 will be charged at \$0.072 per call thereafter
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.052 per minute
- \$0.042 per minute long distance
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combinations
- \$29.95 monthly recurring charge

Additional Lines

- Standard Access Line
- 250 free local calls; calls exceeding 250 will be charged at \$0.072 per call thereafter
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.052 per minute
- \$0.042 per minute long distance
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combos
- \$15.00 monthly recurring charge

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.15 Business Calling Plans

## 5.15.1 ClearPak - Measured

The plan offers business Customers the following rates:

**Maximum**Two-Year Term Commitment

Monthly recurring line charge:	\$25.75
Rate per minute for all intraLATA toll, and interstate long distance calls:	\$0.151
Rate per minute for all local usage:	\$0.132

Three-Year Term Commitment

Monthly recurring line charge:	\$24.50
Rate per minute for all intraLATA toll, and interstate long distance calls:	\$0.141
Rate per minute for all local usage:	\$0.127

There are no monthly charges or minimum usage associated with the long distance rates. Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.2 ClearPak - Bundled

The plan offers business Customers the following rates:

**Maximum**Two-Year Term Commitment

Monthly recurring line charge:

(Includes all local, intraLATA toll,  
and interstate long distance calls)

\$62.75

Three-Year Term Commitment

Monthly recurring line charge:

(Includes all local, intraLATA toll,  
and interstate long distance calls)

\$57.50

Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. For long distance, only *direct dial domestic* calls are included in the unlimited offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

**Maximum**

## 5.15.3 Broadspeed Voice T1

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges:</u>			
Per DS1 Facility:			
Installation	\$199.00	\$699.00	\$699.00
Service Order	\$50.00	\$50.00	\$50.00
Change Order	\$50.00	\$50.00	\$50.00
Denied/Missed Site Survey Appointment, per Occurrence	\$109.00	\$109.00	\$109.00
Inside Wire, per hour	\$120.00	\$120.00	\$120.00
Long Distance Acct. Codes, Per Account	\$35.00	\$35.00	\$35.00
Order Cancellation Fee	\$1,700.00	\$1,700.00	\$1,700.00
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DID's):</u>			
DS1 Facility	\$749.00	\$549.00	\$499.00
DS1 Facility - Mileage Charge			
Fixed	\$55.00	\$55.00	\$55.00
Per Mile	\$30.00	\$30.00	\$30.00
Toll Free Numbers, each	\$20.00	\$20.00	\$20.00
Initial block of 20 numbers:	\$0.00	\$0.00	\$0.00
Each additional block of 20:	\$7.00	\$7.00	\$7.00

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.3 Broadspeed Voice T1 (Cont'd)

	One Year Term	Maximum Two Year Term	Three Year Term
<u>Monthly Recurring Charges (Cont'd)</u>			
Call Re-Direct	\$60.00	\$60.00	\$60.00
Flat Rate Local Plan	\$350.00	\$350.00	\$350.00
10k Plan	\$260.00	\$240.00	\$225.00
25k Plan	\$500.00	\$460.00	\$420.00
100k Plan	\$1,070.00	\$965.00	\$865.00
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0.030	\$0.027	\$0.025
IntraLATA/Long Distance Calls			
Per Minute	\$0.057	\$0.041	\$0.036
Toll Free Inbound Calls			
Per Minute	\$0.057	\$0.041	\$0.036
Local Calls - Overage			
Per Minute	\$0.057	\$0.041	\$0.036
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.057	\$0.041	\$0.036

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI

	One Year Term	Maximum Two Year Term	Three Year Term
<u>Non-Recurring Charges:</u>			
Per PRI:			
Installation	\$699.00	\$699.00	\$699.00
Service Order	\$50.00	\$50.00	\$50.00
Change Order	\$50.00	\$50.00	\$50.00
Denied/Missed Site Survey			
Appointment, per Occurrence	\$109.00	\$109.00	\$109.00
Long Distance Account			
Codes, per Acct	\$35.00	\$35.00	\$35.00
Order Cancellation Fee	\$1,700.00	\$1,700.00	\$1,700.00
Inside Wire, per hour	\$210.00	\$210.00	\$210.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI (Cont'd)

	<u>One Year Term</u>	<u>Maximum Two Year Term</u>	<u>Three Year Term</u>
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DID's):</u>			
Per PRI Facility	\$749.00	\$549.00	\$499.00
PRI Facility - Mileage Charge			
- Fixed	\$55.00	\$55.00	\$55.00
- Per Mile	\$30.00	\$30.00	\$30.00
Toll Free Numbers, each	\$20.00	\$20.00	\$20.00
Initial block of 20 numbers	\$0.00	\$0.00	\$0.00
Each Add'l block of 20 numbers	\$7.00	\$7.00	\$7.00
Caller ID With Name	\$200.00	\$200.00	\$200.00
Call Re-Direct	\$60.00	\$60.00	\$60.00
Flat Rate Local Plan	\$350.00	\$350.00	\$350.00
10k Plan	\$260.00	\$240.00	\$225.00
25k Plan	\$500.00	\$460.00	\$420.00
100k Plan	\$1,070.00	\$965.00	\$865.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI (Cont'd)

	<u>One Year Term</u>	<b>Maximum</b> <u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0.030	\$0.027	\$0.025
IntraLATA/Long Distance Calls			
Per Minute	\$0.055	\$0.039	\$0.034
Toll Free Inbound Calls			
Per Minute	\$0.055	\$0.039	\$0.034
Local Calls - Overage			
Per Minute	\$0.055	\$0.039	\$0.034
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.055	\$0.039	\$0.034

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SECTION 5 - RATES & CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.5 Broadspeed Integrated T1

Non-Recurring Charges

	<b>Maximum</b>	
	<u>Two Year Term</u>	<u>Three Year Term</u>
Per DS1 Facility:		
Installation	\$699.00	\$699.00
Service Order	\$50.00	\$50.00
Change Order	\$50.00	\$50.00
Denied/Missed Site Survey Appointment,		
- Per Occurrence	\$109.00	\$109.00
Order Cancellation Fee	\$1,700.00	\$1,700.00
Long Distance Account Codes		
- Per account	\$35.00	\$35.00
Inside Wire, per hour	\$120.00	\$120.00

Monthly Recurring Charges

DS1 facility:	\$0.00	\$0.00
Initial block of 20 numbers:	\$7.00	\$7.00
Each additional block of 20:	\$7.00	\$7.00
Monthly Mileage Charge		
- Fixed	\$55.00	\$55.00
- Per Mile	\$30.00	\$30.00
Equipment Rental	\$0.00	\$0.00
Caller ID With Name	\$110.00	\$110.00
Call Re-Direct	\$60.00	\$60.00
Five Feature Package	\$8.00	\$8.00
Unlimited Feature Package	\$10.00	\$10.00

Monthly Port Charges

256 Kbps	\$404.00	\$324.00
384 Kbps	\$424.00	\$344.00
512 Kbps	\$454.00	\$374.00
768 Kbps	\$504.00	\$334.00
1024 Kbps	\$544.00	\$464.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.5 Broadspeed Integrated T1 (Cont'd)

Monthly Recurring Charges (Cont'd)

	<b>Maximum</b>	
	<u>Two Year Term</u>	<u>Three Year Term</u>
Analog Voice Channel, each	\$25.95	\$24.95
Digital Trunk, each	\$35.95	\$34.95
PRI Trunk, each	\$35.95	\$34.95
Flat-rate Analog Line, each	\$45.95	\$44.95
Flat-rate Digital Trunk, each	\$55.95	\$54.95
Flat-rate PRI Trunk, each	\$55.95	\$54.95
Toll Free Numbers, each	\$20.00	\$20.00

Per Minute Charges

## Local Calls

- Per minute:	\$0.027	\$0.025
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## IntraLATA/Long Distance Calls

- Per minute:	\$0.039	\$0.034
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## Toll Free Inbound Calls

- Per minute:	\$0.039	\$0.034
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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadspeed Dynamic IP

**Maximum**

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges</u>			
Per DS1 Facility:			
Installation	\$699.00	\$699.00	\$699.00
Service Order	\$50.00	\$50.00	\$50.00
Change Order	\$50.00	\$50.00	\$50.00
Denied/Missed Site Survey			
Appointment, per Occurrence	\$109.00	\$109.00	\$109.00
Order Cancellation Fee	\$1,700.00	\$1,700.00	\$1,700.00
Long Distance Account Codes - Per account	\$35.00	\$35.00	\$35.00
Inside Wire, First hour	\$210.00	\$210.00	\$210.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadband Dynamic IP

**Maximum**

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Monthly Recurring Charges</u>			
Measured Rate	\$675.00	\$575.00	\$550.00
Additional Measured Rate Voice Lines, each	\$24.45	\$23.45	\$21.75
10k Plan	\$725.00	\$560.00	\$525.00
25k Plan	\$965.00	\$780.00	\$720.00
100k Plan	\$1,660.00	\$1,410.00	\$1,290.00
Additional Voice Lines (10k Plan, 25k Plan, and 100k Plan), each	\$41.45	\$28.45	\$26.45
Toll Free Numbers, each	\$20.00	\$20.00	\$20.00
PRI Trunk Surcharge - Per trunk	\$20.00	\$20.00	\$20.00
DS1 facility - Per DS1	\$0.00	\$0.00	\$0.00
DS1 facility - Mileage Charge			
- Fixed	\$55.00	\$55.00	\$55.00
- Per Mile	\$30.00	\$30.00	\$30.00
Equipment Rental	\$0.00	\$0.00	\$0.00
Initial block of 20 numbers:	\$7.00	\$7.00	\$7.00
Each additional block of 20:	\$7.00	\$7.00	\$7.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadspeed Dynamic IP (Cont'd)

	<b>Maximum</b>		
	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
- Per Minute	\$0.120	\$0.117	\$0.115
IntraLATA/Long Distance Calls			
- Per Minute	\$0.145	\$0.129	\$0.124
Toll Free Inbound Calls			
- Per Minute	\$0.145	\$0.129	\$0.124
Local Calls - Overage			
- Per Minute	\$0.145	\$0.129	\$0.124
IntraLATA/Long Distance Calls - Overage			
- Per Minute	\$0.145	\$0.129	\$0.124

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS

### 6.1 Lifeline Telephone Service

#### 6.1.1 Basic Lifeline Service

The Company will offer this service at such time as it begins to offer local exchange voice services and has obtained Eligible Telecommunications Carrier ("ETC") status from the Commission. This low price individual message rate service provides a full waiver of the federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

#### 6.1.2 Eligibility

This service is restricted to low income residential customers. To qualify for Lifeline service a customer must be income eligible for benefits from any one of the following Entitlement Programs:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the appropriate state agencies and identified as so authorized on the customer's card for any of the above benefits.

In addition, applicants are eligible for discounted Lifeline rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.1 Lifeline Telephone Service (Cont'd)

## 6.1.2 Eligibility (Cont'd)

Lifeline services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Lifeline discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

## 6.1.3 Charges

A qualified customer may choose one of the Lifeline services as described. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 6.2, following.

Service connection charges do not apply to change existing service from:

- a. Message Rate Service to Basic Lifeline service;
- b. Basic Lifeline service to Message Rate Service.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.2 Link Up America

The Company will offer this service at such time as it begins to offer local exchange voice services. The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 6.1.2, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.3 Special Equipment for the Hearing or Speech Impaired Customer

The Company will offer this service at such time as it begins to offer local exchange voice services.

- a. The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- b. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the Arizona.
- c. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- d. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- e. The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.4 Universal Emergency Telephone Number Service

The Company will offer this service at such time as it begins to offer local exchange voice services.

6.4.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.4 Universal Emergency Telephone Number Service (Cont'd)

6.4.2 Regulations

- a. *This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".*
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of one year
- c. 911 service is furnished for incoming calls only.

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.4 Universal Emergency Telephone Number Service (Cont'd)

## 6.4.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.5 Enhanced Universal Emergency Telephone Number Service

The Company will offer this service at such time as it begins to offer local exchange voice services.

## 6.5.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

## 6.5.2 Regulations

- a. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- b. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.

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SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.5 Enhanced Universal Emergency Telephone Number Service (Cont'd)

6.5.2 Regulations (Cont'd)

- c. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- d. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.5 Enhanced Universal Emergency Telephone Number Service (Cont'd)

## 6.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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## SECTION 6 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

## 6.6 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business, the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF). Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the AUSF surcharge will be levied on all telecommunications service purchased by end-users. The AUSF surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

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## SECTION 7 - SPECIAL ARRANGEMENTS

## 7.1 Special Construction

## 7.1.1 Basis for Charges

Basis for Charges where the Carrier furnishes a facility or Service for which a rate or charge is not specified in the Carrier's tariffs, charges will be based on the costs incurred by the Carrier (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of 1), 2), and 3).

## 7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage.

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SECTION 7 -- SPECIAL ARRANGEMENTS (Cont'd)

7.1 Special Construction (Cont'd)

7.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Carrier, a termination liability may apply for facilities specially constructed at the request of a Customer.

The period on which the termination liability is based is the estimated Service life of the facilities provided.

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## SECTION 7 – SPECIAL ARRANGEMENTS (Cont'd)

## 7.1 Special Construction (Cont'd)

## 7.1.3 Termination Liability (Cont'd)

The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements;
  - 5) license preparation, processing, and related fees;
  - 6) tariff preparation, processing and related fees;
  - 7) cost of removal and restoration, where appropriate; and
  - 8) any other identifiable costs related to the specially constructed or rearranged facilities.
  - 9) the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.c. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.2.c. preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

## SECTION 7 – SPECIAL ARRANGEMENTS (Cont'd)

## 7.2 Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Carrier's regular business hours, or (in the Carrier's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Carrier will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 7.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. Individual Case Basis (ICB) rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 8 – PROMOTIONAL OFFERINGS

8.1 Reserved For Future Use

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## SECTION 5 - RATES &amp; CHARGES

## 5.1 Standard Access Line Rates

Standard Access Lines are provided where facilities currently exist. New Access Lines requiring new facilities will incur additional charges.

## 5.1.1 Residential

**Monthly Recurring Charges**

## Flat Rate Service

Individual Line, first	\$12.78
Individual Line, additional	\$12.78

## Message Rate Service (Includes 75 Local Message Units)

Individual Line, first	\$7.29
Individual Line, additional	\$7.29
Additional Local Message Units	\$0.06

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (cont'd)

## 5.1.1 Residential (Cont'd)

**Non-Recurring Charges**

Line Connection	
Each	\$21.00
Service Change	
(changes, additions per order)	\$7.00
Change of Telephone Number	\$7.00
Change of Residence	\$7.00
Change in Class or Grade of Service	\$7.00
Presubscription Change	
(changes, per line)	\$5.00
Line Restoral	\$7.00

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$7.00
Voluntary Toll restriction Re-activation	\$7.00

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$7.00
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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (Cont'd)

## 5.1.2 Business

**Monthly Recurring Charges**

Message Rate Service (No Local Message Units included)

	<u>Monthly</u>	
Individual Line, first	\$16.50	
Individual Line, additional	\$16.50	
Additional Local Message Units	\$0.094	
	<u>Monthly</u>	<u>1-Year Term</u>
Unlimited Local Usage		
- In addition to Individual Line Message Rate Service	\$18.00	\$14.00
Unlimited Local and Toll Usage		
- In addition to Individual Line Message Rate Service	\$28.00	\$24.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.1 Standard Access Line Rates (Cont'd)

## 5.1.2 Business (Cont'd)

**Non-Recurring Charges**

## Line Connection

First Line	\$83.25
Additional Line	\$25.00

(Line Connection charges for additional lines are only applicable when an additional line of the same type is installed at the same time as the first line)

## Service Change

(changes, additions per order)	\$31.50
Change of Telephone Number	\$31.50
Transfer of Billing Name	\$31.50
Change in Class or Grade of Service	\$37.20
Presubscription Change (changes, per line)	\$5.00

Line Restoral	\$31.50
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Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$31.50
Voluntary Toll restriction Re-activation	\$31.50

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option	\$31.50
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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.2 Optional Calling Features Rates

<u>Monthly Charges</u>	<u>Residence</u>	<u>Business</u>
Anonymous Call Rejection	\$3.25	\$3.00
Call Block	\$4.20	\$5.50
Per Line Blocking	\$1.00	\$2.00
Call Forwarding - Variable	\$4.65	\$7.00
Call Waiting	\$6.25	\$8.00
Distinctive Ring	\$4.75	\$9.00
Call Return - Unlimited	\$4.20	\$5.25
Call Return - Per use	\$0.75	\$0.75
Speed Dial		
8	\$1.65	\$2.40
30	\$4.00	\$4.31
3-Way Calling	\$4.75	\$5.50
3-Way Calling - Per Use	\$0.75	\$0.75
Call Trace - Per Use	\$1.00	\$1.00
Remote Call Forwarding	\$15.35	\$16.80
Caller ID	\$6.75	\$11.25
Caller ID with Name	\$8.20	\$20.75
Priority Call	\$3.20	\$3.50
Busy Number Redial - Per use	\$0.75	\$0.75
Busy Number Redial - Unlimited	\$2.25	\$2.50
Select Call Forward	\$4.25	\$4.50
Ultra Forward	\$5.25	\$7.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.3 Blocking Services

In addition to the rates listed above for Blocking services, the following rate may be applicable in instances where customers wish to have Line Blocking Deactivated:

Line Blocking Deactivation

	<u>Residence</u>	<u>Business</u>
Non-recurring, per event	\$10.00	\$10.00

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SECTION 5 - RATES & CHARGES (Cont'd)

5.4 Reserved For Future Use

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.5 Directory Assistance Rates

A customer may obtain Directory Assistance in determining telephone numbers within their local calling area by calling the DA operator at the following rate:

	<u>Residence</u>	<u>Business</u>
Directory Assistance:	\$0.75 per call	\$0.75 per call

Residential customers are eligible to place five (5) calls to Directory Assistance per line per month at no additional charge.

A customer may request that the call be completed by the DA service for the following charge:

	<u>Residence</u>	<u>Business</u>
DA Call Completion:	\$0.51 per call	\$0.51 per call

A customer may obtain Directory Assistance in determining telephone numbers outside their local calling area by dialing either "411" or "00" at the rates listed herein.

	<u>Residence</u>	<u>Business</u>
National Directory Assistance:	\$1.50 per call	\$1.50 per call

## 5.6 Operator Services Rates

The following surcharges will be assessed on a per call basis.

	<u>Residence</u>	<u>Business</u>
Collect Calling	\$2.07	\$3.95
Person to Person	\$3.45	\$6.50
Operator Station to Station	\$2.07	\$3.95
Mechanized Station to Station	\$1.49	\$3.50

## 5.7 Busy Line Verification and Interrupt Service Rates

	<u>Residence</u>	<u>Business</u>
Busy Line Verification, each request	\$1.49	\$2.50
Busy Line Verification with Interrupt, each request	\$2.07	\$5.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.8 Directory Listings

<u>Monthly Recurring</u>	<u>Residence</u>	<u>Business</u>
Additional Listing	\$2.17	\$3.16
Non-Published	\$1.02	\$1.02
Non-Listed	\$0.54	\$0.54

5.9	Personalized Phone Number	<u>Residence</u>	<u>Business</u>
	Nonrecurring	\$25.00	\$100.00

5.10	Calling Card	<u>Residence</u>	<u>Business</u>
	Paystation surcharge, per call	\$0.75	\$0.75
	Per Minute, per call	\$0.25	\$0.25

## 5.11 Maintenance Visits

Normal Business Hours (Monday-Friday 8:00 am – 5:00 pm)  
 \$50.00 per site visit, and  
 \$95.00 per hour, billed in fifteen (15) minute increments, per technician, plus materials.

Outside Normal Business Hours  
 \$75.00 per site visit, and  
 \$142.50 per hour, billed in fifteen (15) minute increments, per technician, plus materials.

Dispatch Charge

Per Occurrence - \$135.00

## 5.12 Reserved For Future Use

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SECTION 5 - RATES & CHARGES (Cont'd)

5.14. Reserved For Future Use

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.14 Residential Calling Plans

5.14.1 NoNonCents

- Standard Access Line
- Unlimited Local, Regional and Domestic Long Distance for direct dialed outbound calls within the Continental United States
- First line - \$44.95 monthly recurring charge
- Each additional line - \$30.00 monthly recurring charge

Customers must sign a 1-year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Included local usage applies to direct dial domestic calls only. Service cannot be used with autodialer, toll free service, call center or certain automated switching equipment and is for voice use only. Broadview Networks reserves the right to change the calling plan of Customers with inappropriate usage or who are not in compliance with the restrictions set forth in this Tariff.

5.14.2 4-PennyFirst Line

- Standard Access Line
- 500 free local calls; calls exceeding 500 will be charged at \$0.072 per call thereafter
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.052 per minute
- \$0.042 per minute long distance
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combinations
- \$29.95 monthly recurring charge

Additional Lines

- Standard Access Line
- 250 free local calls; calls exceeding 250 will be charged at \$0.072 per call thereafter
- 300 minutes/month/line of IntraLATA toll; additional minutes at \$0.052 per minute
- \$0.042 per minute long distance
- 10% discount on all monthly recurring charges for Optional Calling Features and Feature Combos
- \$15.00 monthly recurring charge

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans

## 5.15.1 ClearPak - Measured

The plan offers business Customers the following rates:

Two-Year Term Commitment

Monthly recurring line charge:	\$15.75
Rate per minute for all intraLATA toll, and interstate long distance calls:	\$0.051
Rate per minute for all local usage:	\$0.032

Three-Year Term Commitment

Monthly recurring line charge:	\$14.50
Rate per minute for all intraLATA toll, and interstate long distance calls:	\$0.041
Rate per minute for all local usage:	\$0.027

There are no monthly charges or minimum usage associated with the long distance rates. Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.2 ClearPak - Bundled

The plan offers business Customers the following rates:

Two-Year Term Commitment

Monthly recurring line charge:

(Includes all local, intraLATA toll,  
and interstate long distance calls)

\$42.75

Three-Year Term Commitment

Monthly recurring line charge:

(Includes all local, intraLATA toll,  
and interstate long distance calls)

\$37.50

Customers must sign a term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer. For long distance, only direct dial domestic calls are included in the unlimited offer. Usage for Toll Free Numbers is not included with this plan. Unlimited usage applies to outbound direct dialed calls only. Service cannot be used with an autodialer, call center or certain automated switching equipment. This service is available only to business customers and for voice use only. Broadview Networks reserves the right to change the calling plan of customers with inappropriate usage or who are not in compliance with the restrictions set forth in this tariff.

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.3 Broadspeed Voice T1

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges:</u>			
Per DS1 Facility:			
Installation	\$599.00	\$599.00	\$599.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Inside Wire, per hour	\$110.00	\$110.00	\$110.00
Long Distance Acct. Codes, Per Account	\$25.00	\$25.00	\$25.00
Order Cancellation Fee	\$1,500.00	\$1,500.00	\$1,500.00
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DID's):</u>			
DS1 Facility	\$649.00	\$449.00	\$399.00
DS1 Facility - Mileage Charge			
Fixed	\$45.00	\$45.00	\$45.00
Per Mile	\$20.00	\$20.00	\$20.00
Toll Free Numbers, each	\$10.00	\$10.00	\$10.00
Initial block of 20 numbers:	\$0.00	\$0.00	\$0.00
Each additional block of 20:	\$5.00	\$5.00	\$5.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.3 BROADSPEED VOICE T1 (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Monthly Recurring Charges (Cont'd)</u>			
Call Re-Direct	\$50.00	\$50.00	\$50.00
Flat Rate Local Plan	\$250.00	\$250.00	\$250.00
10k Plan	\$160.00	\$140.00	\$125.00
25k Plan	\$400.00	\$360.00	\$320.00
100k Plan	\$970.00	\$865.00	\$765.00
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0.020	\$0.017	\$0.015
IntraLATA/Long Distance Calls			
Per Minute	\$0.047	\$0.031	\$0.026
Toll Free Inbound Calls			
Per Minute	\$0.047	\$0.031	\$0.026
Local Calls - Overage			
Per Minute	\$0.047	\$0.031	\$0.026
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.047	\$0.031	\$0.026

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges:</u>			
Per PRI:			
Installation	\$599.00	\$599.00	\$599.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey			
Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Account			
Codes, per Acct	\$25.00	\$25.00	\$25.00
Order Cancellation Fcc	\$1,500.00	\$1,500.00	\$1,500.00
Inside Wire, per hour	\$110.00	\$110.00	\$110.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DID's):</u>			
Per PRI Facility	\$649.00	\$449.00	\$399.00
PRI Facility - Mileage Charge			
- Fixed	\$45.00	\$45.00	\$45.00
- Per Mile	\$20.00	\$20.00	\$20.00
Toll Free Numbers, each	\$10.00	\$10.00	\$10.00
Initial block of 20 numbers	\$0.00	\$0.00	\$0.00
Each Add'l block of 20 numbers	\$5.00	\$5.00	\$5.00
Caller ID With Name	\$100.00	\$100.00	\$100.00
Call Re-Direct	\$50.00	\$50.00	\$50.00
Flat Rate Local Plan	\$250.00	\$250.00	\$250.00
10k Plan	\$160.00	\$140.00	\$125.00
25k Plan	\$400.00	\$360.00	\$320.00
100k Plan	\$970.00	\$865.00	\$765.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.4 Broadspeed PRI (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0.020	\$0.017	\$0.015
IntraLATA/Long Distance Calls			
Per Minute	\$0.045	\$0.029	\$0.024
Toll Free Inbound Calls			
Per Minute	\$0.045	\$0.029	\$0.024
Local Calls - Overage			
Per Minute	\$0.045	\$0.029	\$0.024
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.045	\$0.029	\$0.024

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.5 BROADSPEED Integrated T1

Non-Recurring Charges

	<u>Two Year Term</u>	<u>Three Year Term</u>
Per DS1 Facility:		
Installation	\$599.00	\$599.00
Service Order	\$40.00	\$40.00
Change Order	\$40.00	\$40.00
Denied/Missed Site Survey Appointment,		
- Per Occurrence	\$99.00	\$99.00
Order Cancellation Fee	\$1,500.00	\$1,500.00
Long Distance Account Codes		
- Per account	\$25.00	\$25.00
Inside Wire, per hour	\$110.00	\$110.00

Monthly Recurring Charges

DS1 facility:	\$0.00	\$0.00
Initial block of 20 numbers:	\$5.00	\$5.00
Each additional block of 20:	\$5.00	\$5.00
Monthly Mileage Charge		
- Fixed	\$45.00	\$45.00
- Per Mile	\$20.00	\$20.00
Equipment Rental	\$0.00	\$0.00
Caller ID With Name	\$100.00	\$100.00
Call Re-Direct	\$50.00	\$50.00
Five Feature Package	\$6.00	\$6.00
Unlimited Feature Package	\$8.00	\$8.00

Monthly Port Charges

256 Kbps	\$304.00	\$224.00
384 Kbps	\$324.00	\$244.00
512 Kbps	\$354.00	\$274.00
768 Kbps	\$404.00	\$234.00
1024 Kbps	\$444.00	\$364.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Business Calling Plans (Cont'd)

## 5.15.5 Broadspeed Integrated T1 (Cont'd)

Monthly Recurring Charges (Cont'd)

	<u>Two Year Term</u>	<u>Three Year Term</u>
Analog Voice Channel, each	\$15.95	\$14.95
Digital Trunk, each	\$25.95	\$24.95
PRI Trunk, each	\$25.95	\$24.95
Flat-rate Analog Line, each	\$35.95	\$34.95
Flat-rate Digital Trunk, each	\$45.95	\$44.95
Flat-rate PRI Trunk, each	\$45.95	\$44.95
Toll Free Numbers, each	\$10.00	\$10.00

Per Minute Charges

## Local Calls

- Per minute:	\$0.017	\$0.015
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## IntraLATA/Long Distance Calls

- Per minute:	\$0.029	\$0.024
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## Toll Free Inbound Calls

- Per minute:	\$0.029	\$0.024
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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadspeed Dynamic IP

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Non-Recurring Charges</u>			
Per DS1 Facility:			
Installation	\$599.00	\$599.00	\$599.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey			
Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Order Cancellation Fee	\$1,500.00	\$1,500.00	\$1,500.00
Long Distance Account Codes - Per account	\$25.00	\$25.00	\$25.00
Inside Wire, First hour	\$110.00	\$110.00	\$110.00

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## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadspeed Dynamic IP

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Monthly Recurring Charges</u>			
Measured Rate	\$625.00	\$475.00	\$450.00
Additional Measured Rate Voice Lines, each	\$14.45	\$13.45	\$11.75
10k Plan	\$625.00	\$460.00	\$425.00
25k Plan	\$865.00	\$680.00	\$620.00
100k Plan	\$1,460.00	\$1,210.00	\$1,090.00
Additional Voice Lines (10k Plan, 25k Plan, and 100k Plan), each	\$21.45	\$18.45	\$16.45
Toll Free Numbers, each	\$10.00	\$10.00	\$10.00
PRI Trunk Surcharge - Per trunk	\$10.00	\$10.00	\$10.00
DS1 facility - Per DS1	\$0.00	\$0.00	\$0.00
DS1 facility – Mileage Charge			
- Fixed	\$45.00	\$45.00	\$45.00
- Per Mile	\$20.00	\$20.00	\$20.00
Equipment Rental	\$0.00	\$0.00	\$0.00
Initial block of 20 numbers:	\$5.00	\$5.00	\$5.00
Each additional block of 20:	\$5.00	\$5.00	\$5.00

Issued:

Effective:

Issued by: Charles C. Hunter, Executive Vice President and General Counsel  
Broadview Networks, Inc.  
800 Westchester Avenue, Suite N501  
Rye Brook, NY 10573

## SECTION 5 - RATES &amp; CHARGES (Cont'd)

## 5.15 Local Exchange Services (Cont'd)

## 5.15.6 Broadspeed Dynamic IP (Cont'd)

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
- Per Minute	\$0.020	\$0.017	\$0.015
IntraLATA/Long Distance Calls			
- Per Minute	\$0.045	\$0.029	\$0.024
Toll Free Inbound Calls			
- Per Minute	\$0.045	\$0.029	\$0.024
Local Calls - Overage			
- Per Minute	\$0.045	\$0.029	\$0.024
IntraLATA/Long Distance Calls - Overage			
- Per Minute	\$0.045	\$0.029	\$0.024

Issued:

Effective:

Issued by:

Charles C. Hunter, Executive Vice President and General Counsel  
 Broadview Networks, Inc.  
 800 Westchester Avenue, Suite N501  
 Rye Brook, NY 10573

**ATTACHMENT C**

**AFFIDAVIT OF PUBLICATION FORM**

Applicant's draft *Affidavit of Publication* follows this page. Applicant will finalize and publish the requisite notice at the direction of the Hearing Division.

**NOTICE OF APPLICATION FOR A CERTIFICATE OF  
CONVENIENCE AND NECESSITY TO PROVIDE COMPETITIVE  
RESOLD INTEREXCHANGE TELECOMMUNICATIONS  
SERVICES BY STARTTALK, INC.**

Broadview Networks, Inc. ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide resold local exchange telecommunications services in the State of Arizona. Applicant will be required to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the Applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona, 85007, and at Broadview Networks, Inc., 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R 14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission  
Attention Docket Control  
Re: Broadview Networks, Inc.  
Docket No. \_\_\_\_\_  
1200 West Washington Street  
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice. If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona, 85007, or call 1-800-222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as sign language interpreter, as well as request this document in an alternative format, by contacting Shelley Hood, ADA Coordinator, voice phone number (602) 542-3931, E-Mail [shood@cc.state.az.us](mailto:shood@cc.state.az.us). Requests should be made as early as possible to allow time to arrange the accommodation.

**ATTACHMENT D**  
**FINANCIAL INFORMATION**

Broadview is financially well-poised to enter additional telecommunications markets and financially qualified to expand operations in Minnesota. In support of this Application, immediately following is Broadview's most recently filed Securities and Exchange Commission Form 10-Q which contains all relevant financial information concerning the Company.

10-Q 1 c92197e10vq.htm FORM 10-Q

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-Q**

Mark One

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**For The Quarterly Period Ended September 30, 2009**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_**

Commission File Number 333-142946

**Broadview Networks Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**11-3310798**

(IRS Employer Identification Number)

**800 Westchester Avenue,  
Suite N501 Rye Brook, NY 10573**  
(Address of principal executive offices)

**10573**  
(Zip code)

**(914) 922-7000**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒ Smaller reporting company ☐  
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date,

Class	Outstanding at November 6, 2009
Class A Common Stock, \$.01 par value per share	9,342,880
Class B Common Stock, \$.01 par value per share	360,050



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Exhibit 31.1Exhibit 31.2Exhibit 32.1Exhibit 32.2

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This quarterly report contains both historical and “forward-looking statements.” All statements other than statements of historical fact included in this report that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements including, in particular, the statements about our plans, objectives, strategies and prospects regarding, among other things, our financial condition, results of operations and business. We have identified some of these forward-looking statements with words like “believe,” “may,” “will,” “should,” “expect,” “intend,” “plan,” “predict,” “anticipate,” “estimate” or “continue” and other words and terms of similar meaning. These forward-looking statements may be contained throughout this report, including but not limited to statements under the caption “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” These forward-looking statements are based on current expectations about future events affecting us and are subject to uncertainties and factors relating to our operations and business environment, all of which are difficult to predict and many of which are beyond our control and could cause our actual results to differ materially from those matters expressed or implied by forward-looking statements. Many factors mentioned in our discussion in this report will be important in determining future results. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Forward-looking statements (including oral representations) are only predications or statements of current plans, which we review continuously. They can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties, including, among other things, risks associated with:

- servicing our substantial indebtedness;
- our history of operating losses;
- the elimination or relaxation of certain regulatory rights and protections;
- billing and other disputes with vendors;
- failure to maintain interconnection and service agreements with incumbent local exchange and other carriers;
- the loss of customers in an adverse economic environment;
- regulatory uncertainties in the communications industry;
- system disruptions or the failure of our information systems to perform as expected;
- the failure to anticipate and keep up with technological changes;
- inability to provide services and systems at competitive prices;
- difficulties associated with collecting payment from incumbent local exchange carriers, interexchange carriers and wholesale customers;
- the highly competitive nature of the communications market in which we operate including competition from incumbents, cable operators and other new market entrants, and declining prices for communications services;
- continued industry consolidation;
- restrictions in connection with our indenture governing the notes and credit agreement governing the credit facility;
- government regulation;
- increased regulation of Internet-protocol-based service providers;
- vendor bills related to past periods;
- the ability to maintain certain real estate leases and agreements;

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- interruptions in the business operations of third party service providers;
- limits on our ability to seek indemnification for losses from individuals and entities from whom we have acquired assets and operations;
- disruption and instability in the financial markets;
- solvency and liquidity of the administrative agent and primary creditor under our revolving credit facility;
- the financial difficulties by others in our industry;
- the failure to retain and attract management and key personnel;
- the failure to manage and expand operations effectively;
- the failure to successfully engage in future acquisitions;
- misappropriation of our intellectual property and proprietary rights;
- the possibility of incurring liability for information disseminated through our network;
- service network disruptions due to software or hardware bugs of the network equipment; and
- fraudulent usage of our network and services.

Because our actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements, we cannot give any assurance that any of the events anticipated by these forward-looking statements will occur or, if any of them do, what impact they will have on our business, results of operations and financial condition. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. We do not undertake any obligation to update these forward-looking statements to reflect new information, future events or otherwise, except as may be required under federal securities laws.

Table of Contents**PART I — FINANCIAL INFORMATION****Item 1. Financial Statements**

**Broadview Networks Holdings, Inc.**  
**Condensed Consolidated Balance Sheets**  
(in thousands, except share amounts)

	<b>December 31, 2008</b>	<b>September 30, 2009 (Unaudited)</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 24,070	\$ 12,980
Investment securities	23,533	23,549
Accounts receivable, less allowance for doubtful accounts of \$11,934 and \$15,056	53,486	46,319
Other current assets	12,614	10,098
Total current assets	113,703	92,946
Property and equipment, net	85,248	85,308
Goodwill	98,111	98,238
Intangible assets, net of accumulated amortization of \$150,556 and \$164,107	45,220	31,669
Other assets	16,746	16,344
Total assets	<u>\$ 359,028</u>	<u>\$ 324,505</u>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>		
Current liabilities:		
Accounts payable	\$ 17,044	\$ 27,464
Accrued expenses and other current liabilities	42,699	11,897
Taxes payable	10,680	12,196
Deferred revenues	11,967	10,663
Current portion of capital lease obligations and equipment notes	4,142	3,909
Total current liabilities	86,532	66,129
Long-term debt	327,424	326,748
Deferred rent payable	2,400	2,200
Capital lease obligations and equipment notes, net of current portion	5,212	2,735
Deferred income taxes payable	2,071	2,798
Other	655	706
Total liabilities	424,294	401,316
Stockholders' deficiency:		
Common stock A — \$.01 par value; authorized 80,000,000, issued and outstanding 9,342,880 shares	107	107
Common stock B — \$.01 par value; authorized 10,000,000, issued and outstanding 360,050 shares	4	4
Series A Preferred stock — \$.01 par value; authorized 89,526 shares, designated, issued and outstanding 87,254 shares entitled in liquidation to \$139,428 and \$152,357	1	1
Series A-1 Preferred stock — \$.01 par value; authorized 105,000 shares, designated, issued and outstanding 100,702 shares, entitled in liquidation to \$160,917 and \$175,839	1	1
Series B Preferred stock — \$.01 par value; authorized 93,180 shares, designated, issued and outstanding 91,202 shares entitled in liquidation to \$145,737 and \$159,250	1	1
Series B-1 Preferred stock — \$.01 par value; authorized 86,000 shares, designated, issued and outstanding 64,986 shares entitled in liquidation to \$103,845 and \$113,474	1	1
Series C Preferred stock — \$.01 par value; authorized 52,332 shares, designated, issued and outstanding 14,402 shares entitled in liquidation to \$15,577 and \$17,711	—	—
Additional paid-in capital	140,563	140,737
Accumulated deficit	(205,966)	(217,665)
Accumulated other comprehensive income	22	2
Total stockholders' deficiency	(65,266)	(76,811)
Total liabilities and stockholders' deficiency	<u>\$ 359,028</u>	<u>\$ 324,505</u>

*See notes to unaudited condensed consolidated financial statements.*



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**Broadview Networks Holdings, Inc.**  
**Unaudited Condensed Consolidated Statements of Operations**  
(in thousands, except share amounts)

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2008</u>	<u>2009</u>	<u>2008</u>	<u>2009</u>
Revenues	\$ 125,535	\$ 112,718	\$ 377,391	\$ 352,243
Operating expenses:				
Cost of revenues (exclusive of depreciation and amortization)	65,026	54,844	196,474	173,972
Selling, general and administrative (includes share-based compensation of \$63, \$59, \$242 and \$174)	41,467	37,841	127,150	119,677
Software development	414	487	1,229	1,418
Depreciation and amortization	17,828	12,111	54,525	37,913
Total operating expenses	<u>124,735</u>	<u>105,283</u>	<u>379,378</u>	<u>332,980</u>
Income (loss) from operations	800	7,435	(1,987)	19,263
Interest expense	(10,019)	(10,043)	(29,474)	(30,143)
Interest income	167	10	598	104
Other income (expense)	<u>(3)</u>	<u>—</u>	<u>(10)</u>	<u>16</u>
Loss before provision for income taxes	(9,055)	(2,598)	(30,873)	(10,760)
Provision for income taxes	<u>(118)</u>	<u>(240)</u>	<u>(913)</u>	<u>(939)</u>
Net loss	(9,173)	(2,838)	(31,786)	(11,699)
Dividends on preferred stock	<u>(16,202)</u>	<u>(18,235)</u>	<u>(47,203)</u>	<u>(53,127)</u>
Loss available to common shareholders	<u>\$ (25,375)</u>	<u>\$ (21,073)</u>	<u>\$ (78,989)</u>	<u>\$ (64,826)</u>
Loss available per common share — basic and diluted	<u>\$ (2.62)</u>	<u>\$ (2.17)</u>	<u>\$ (8.16)</u>	<u>\$ (6.69)</u>
Weighted average common shares outstanding — basic and diluted	<u>9,679,455</u>	<u>9,691,230</u>	<u>9,674,728</u>	<u>9,686,529</u>

*See notes to unaudited condensed consolidated financial statements.*

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**Broadview Networks Holdings, Inc.**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
(in thousands)

	<b>Nine Months Ended September 30,</b>	
	<b>2008</b>	<b>2009</b>
<b>Cash flows from operating activities</b>		
Net loss	\$ (31,786)	\$ (11,699)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	23,430	24,311
Amortization of deferred financing costs	1,983	1,969
Amortization of intangible assets	31,045	13,551
Amortization of bond premium	(603)	(676)
Provision for doubtful accounts	4,205	5,256
Share-based compensation	242	174
Deferred income taxes	685	727
Other	50	51
Changes in operating assets and liabilities:		
Accounts receivable	(3,429)	1,911
Other current assets	(1,898)	2,516
Other assets	(933)	(1,567)
Accounts payable	679	10,420
Accrued expenses and other current liabilities	(15,339)	(30,802)
Taxes payable	(2,526)	1,516
Deferred revenues	1,729	(1,304)
Deferred rent payable	(299)	(200)
Net cash provided by operating activities	<u>7,235</u>	<u>16,154</u>
<b>Cash flows from investing activities</b>		
Acquisition, net of cash acquired	(4,953)	(127)
Purchases of property and equipment	(31,452)	(24,371)
Purchases of investment securities	—	(98,664)
Sales of investment securities	—	98,628
Other	(379)	—
Net cash used in investing activities	<u>(36,784)</u>	<u>(24,534)</u>
<b>Cash flows from financing activities</b>		
Drawdowns on revolving credit facility	10,123	1,964
Repayments of revolving credit facility	(123)	(1,964)
Proceeds from capital lease financing and equipment notes	3,192	373
Payments on capital lease obligations and equipment notes	(2,700)	(3,083)
Other	(63)	—
Net cash provided by (used in) financing activities	<u>10,429</u>	<u>(2,710)</u>
Net decrease in cash and cash equivalents	(19,120)	(11,090)
Cash and cash equivalents at beginning of period	41,998	24,070
Cash and cash equivalents at end of period	<u>\$ 22,878</u>	<u>\$ 12,980</u>

*See notes to unaudited condensed consolidated financial statements.*

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**Broadview Networks Holdings, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**(in thousands, except share information)**

**1. Organization and Description of Business*****Basis of Presentation***

The accompanying unaudited condensed consolidated financial statements have been prepared based upon Securities and Exchange Commission ("SEC") rules that permit reduced disclosure for interim periods. These financial statements reflect all adjustments necessary for a fair presentation of the results of operations and financial condition for the interim periods shown, including normal recurring accruals and other items. The results for interim periods are not necessarily indicative of results for the full year. For a more complete discussion of significant accounting policies and certain other information, the Company's interim unaudited financial statements should be read in conjunction with its audited financial statements as of and for the year ended December 31, 2008 included in the Company's Form 10-K. The condensed consolidated interim financial statements include both the Company's accounts and the accounts of its wholly-owned subsidiaries. All significant intercompany transactions have been eliminated in consolidation. *The Company has evaluated the impact of subsequent events through November 6, 2009, which is the date the condensed consolidated financial statements were issued and filed with the SEC.*

The preparation of the condensed consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amount of revenues and expenses during the reporting period. Management periodically reviews such estimates and assumptions as circumstances dictate. Actual results could differ from those estimates.

The Company is an integrated communications company whose primary interests consist of wholly-owned subsidiaries Broadview Networks, Inc. ("BNI"), Bridgecom Holdings, Inc. ("BH"), Corecomm-ATX, Inc. ("ATX") and Eureka Broadband Corporation ("Eureka", "Infollhighway" or "IH"). The Company also provides phone systems and other customer service offerings through its subsidiary, Bridgecom Solutions Group, Inc. ("BSG"). The Company was founded in 1996 to take advantage of the deregulation of the U.S. telecommunications market following the Telecommunications Act of 1996. The Company has one reportable segment providing domestic wireline telecommunications services consisting of local and long distance voice services, Internet, and data services to commercial and residential customers in the northeast United States.

**2. Investment Securities**

Investment securities represent the Company's investment in short-term U.S. Treasury notes. The Company's primary objectives for purchasing these investment securities are liquidity and safety of principal. The Company considers these investment securities to be available-for-sale. Accordingly, these investments are recorded at their fair value of \$23,549 as of September 30, 2009. The fair value of these investment securities are based on publicly quoted market prices, which are Level 1 inputs. All of the Company's investment securities mature in less than one year. The cost of these investment securities is \$23,547. During the nine months ended September 30, 2009, the Company purchased \$98,664 and sold \$98,628 of U.S. Treasury notes. During the nine months ended September 30, 2009, the Company realized a gain of \$36 upon the sale of its investment securities, which is included in interest income. All unrealized and realized gains are determined by specific identification.

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**Broadview Networks Holdings, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements (continued)**  
**(in thousands, except share information)**

**3. Comprehensive Loss**

Comprehensive loss represents the change in net assets of a business enterprise during a period from non-ownership sources. The Company's other comprehensive income is comprised exclusively of unrealized gains on the Company's investments in U.S. Treasury notes. The comprehensive loss for the three and nine months ended September 30, 2008 and 2009 is as follows:

	<u>Three Months Ended September 30,</u> <u>2008</u>	<u>2009</u>	<u>Nine Months Ended September 30,</u> <u>2008</u>	<u>2009</u>
Net loss	\$ (9,173)	\$ (2,838)	\$ (31,786)	\$ (11,699)
Unrealized gains on investment securities	—	2	—	2
Reclassification adjustments for realized gains included in net income	—	—	—	(22)
Comprehensive loss	<u>\$ (9,173)</u>	<u>\$ (2,836)</u>	<u>\$ (31,786)</u>	<u>\$ (11,719)</u>

**4. Recent Accounting Pronouncements**

In June 2009, the Financial Accounting Standards Board ("FASB") issued SFAS No. 168, the *Accounting Standards Codification and the Hierarchy of Generally Accepted Accounting Principles* (as codified in the FASB Accounting Standards Codification ("ASC") under subtopic 105-10-05), which names the ASC as the source of authoritative accounting and reporting standards in the United States, in addition to guidance issued by the SEC. The ASC is a restructuring of accounting and reporting standards designed to simplify user access to all authoritative GAAP by providing the authoritative literature in a topically organized structure. The ASC reduces the GAAP hierarchy to two levels, one that is authoritative and one that is not. The ASC is not intended to change GAAP or any requirements of the SEC. The ASC became authoritative upon its release on July 1, 2009 and is effective for interim and annual periods ending after September 15, 2009.

In April 2009, the FASB issued FSP FAS No. 107-1 and APB 28-1, *Interim Disclosures about Fair Value of Financial Instruments* (as codified in the ASC under subtopic 825-10-65-1), which requires an entity to provide interim disclosures about the fair value of financial instruments and to include disclosures related to the methods and significant assumptions used in estimating those instruments. This guidance is effective for all interim and annual reporting periods ending after June 15, 2009 and shall be applied prospectively. The Company has included additional disclosures in Notes 2 and 6, as a result of adopting this guidance.

In May 2009, the FASB issued SFAS 165, *Subsequent Events* (as codified in the ASC under topic 855). This guidance establishes general standards of accounting for disclosures of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. Although there is new terminology, the standard is based on the same principles as those that currently exist in the auditing standards. The guidance, which includes a new required disclosure of the date through which an entity has evaluated subsequent events, is effective for interim or annual periods ending after June 15, 2009. The adoption of this guidance has not had a significant impact on the Company's financial position or results of operations. The Company has included additional disclosures in Note 1 as a result of adopting this guidance.

**5. InfoHighway Acquisition**

In connection with the acquisition of InfoHighway in 2007, the Company issued warrants to acquire 16,976 units, with each such unit comprised of 1 share of Series B-1 Preferred Stock and 25 shares of Class A Common Stock, which are generally exercisable for a period of up to five years, with the exercise price of each warrant unit determined based on the cash flow generated from a certain customer of the legacy InfoHighway entity during the two year period following closing of the acquisition. As certain cash flow parameters are met as calculated and agreed upon for the twelve months ended May 31, 2008 and the twelve months ended May 31, 2009, the exercise price on the warrants may decrease from \$883.58 per unit to an exercise price of \$0.01 per unit.

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**Broadview Networks Holdings, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements (continued)**  
**(in thousands, except share information)**

**5. InfoHighway Acquisition (continued)**

As of November 6, 2009, the exercise price on the warrants have not been determined. Negotiations are occurring between the Company and the warrant holders as to how certain carrier disputes relating specifically to InfoHighway that were in existence at the acquisition date and arising subsequent to that date will be handled in the cash flow calculation. The Company will not adjust the value of the warrants until an exercise price has been determined. When the exercise price for the warrants are resolved, the Company will utilize a Black-Scholes model to determine the aggregate value of the warrants. If the Company determines that the value of the warrants has increased, the Company will record additional merger consideration and related goodwill at such point of determination. The Company has determined that once the exercise price is resolved, the warrants will be classified as equity.

**6. Fair Values of Financial Instruments**

The Company's financial instruments include cash and cash equivalents, investments in U.S. Treasury notes, trade accounts receivable, accounts payable, and long-term debt. The Company's available cash balances are invested on a short-term basis (generally overnight) and, accordingly, are not subject to significant risks associated with changes in interest rates. All of the Company's cash flows are derived from operations within the United States and are not subject to market risk associated with changes in foreign exchanges rates. The carrying amounts of the Company's cash and cash equivalents, trade accounts receivable and accounts payable reported in the consolidated balance sheets as of December 31, 2008 and September 30, 2009 are deemed to approximate fair value because of their liquidity and short-term nature. The carrying amounts of the Company's investments in U.S. Treasury notes are recorded at their fair value of \$23,533 and \$23,549 which are based on the publicly quoted market price as of December 31, 2008 and September 30, 2009, respectively.

The fair value of the long-term debt outstanding under the Company's revolving credit facility approximates its carrying value of \$23,500 due to its variable market-based interest rate. The fair value of our 11 3/8% senior secured notes due 2012 at September 30, 2009 was \$274,875, which was based on the publicly quoted closing price of the notes at that date. The publicly quoted closing price used to value the Company's senior secured notes is considered to be a Level 1 input.

**7. Commitments and Contingencies**

The Company has, in the ordinary course of its business, disputed certain billings from carriers and has recorded the estimated settlement amount of the disputed balances. The settlement estimate is based on various factors, including historical results of prior dispute settlements. The amount of such disputes at September 30, 2009 was \$20,002. The Company believes that the ultimate settlement of these disputes will be at amounts less than the amount disputed and has accrued the estimated settlement in accounts payable and accrued expenses and other current liabilities at September 30, 2009. It is possible that actual settlement of such disputes may differ from these estimates and the Company may settle at amounts greater than the estimates.

The Company has entered into commercial agreements with vendors under which it purchases certain services that it had previously leased under the unbundled network platform provisions of the Telecommunications Act of 1996 as well as special access services. For the nine months ended September 30, 2009, the Company met the minimum purchase obligations. The agreements, which expire in 2010 and 2011, require certain minimum purchase obligations and contain fixed but escalating pricing over their term.

The Company is involved in claims and legal actions arising in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters will not have a material adverse impact on the Company's condensed consolidated financial position, results of operations, or cash flows. For more information, see our Form 10-K for the year ended December 31, 2008.

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**Broadview Networks Holdings, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements (continued)**  
(in thousands, except share information)

**8. Long-term Debt Guarantees**

The Company's senior secured notes are fully, unconditionally and irrevocably guaranteed on a senior secured basis, jointly and severally, by each of the Company's existing and future domestic restricted subsidiaries. The notes and the guarantees rank senior in right of payment to all existing and future subordinated indebtedness of the Company and its subsidiary guarantors, as applicable, and equal in right of payment with all existing and future senior indebtedness of the Company and of such subsidiaries.

The notes and the guarantees are secured by a lien on substantially all of the Company's assets, provided, however, that pursuant to the terms of an intercreditor agreement, the security interest in those assets consisting of receivables, inventory, deposit accounts, securities accounts and certain other assets that secure the notes and the guarantees are contractually subordinated to a lien thereon that secures the Company's revolving credit facility with an aggregate principal amount of \$25,000 and certain other permitted indebtedness.

**9. Income Taxes**

At September 30, 2009, the Company had net operating loss ("NOL") carryforwards available totaling \$139,198, which expire in various years through 2029. The utilization of NOL carryforwards, resulting from previous mergers, is subject to restrictions pursuant to Section 382 of the Internal Revenue Code. As such, it was determined that certain NOLs recorded by the Company as deferred tax assets were limited. The Company has provided a full valuation allowance against the net deferred tax asset as of September 30, 2009 because management does not believe it is more likely than not that this asset will be realized. If the Company achieves profitability, the net deferred tax assets may be available to offset future income tax liabilities.

**10. Earnings Per Share**

The following is a reconciliation of the numerators and denominators of the basic and diluted net loss per share computations for the three and nine months ended September 30, 2008 and 2009:

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2008</u>	<u>2009</u>	<u>2008</u>	<u>2009</u>
Loss available to common shareholders (Numerator):				
Net loss	\$ (9,173)	\$ (2,838)	\$ (31,786)	\$ (11,699)
Dividends on preferred stock	<u>(16,202)</u>	<u>(18,235)</u>	<u>(47,203)</u>	<u>(53,127)</u>
Loss available to common shareholders	<u>\$ (25,375)</u>	<u>\$ (21,073)</u>	<u>\$ (78,989)</u>	<u>\$ (64,826)</u>
Shares (Denominator):				
Weighted average common shares outstanding:				
Class A common stock	9,342,880	9,342,880	9,342,880	9,342,880
Class B common stock	<u>336,575</u>	<u>348,350</u>	<u>331,848</u>	<u>343,649</u>
Total weighted average common shares outstanding — basic and diluted	<u>9,679,455</u>	<u>9,691,230</u>	<u>9,674,728</u>	<u>9,686,529</u>
Loss available per common share — basic and diluted	<u>\$ (2.62)</u>	<u>\$ (2.17)</u>	<u>\$ (8.16)</u>	<u>\$ (6.69)</u>

As of September 30, 2009, the Company had outstanding options, warrants, restricted stock units and preferred stock, which were convertible into or exercisable for common shares of 13,866,840 that were not included in the calculation of diluted loss per common share because the effect would have been anti-dilutive.

Dividends accumulate on the Company's Preferred Stock. The loss available to common shareholders must be computed by adding any dividends accumulated for the period to net losses. The Company has not declared any dividends.



**Table of Contents****Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the Unaudited Condensed Consolidated Financial Statements and Notes to the Unaudited Condensed Consolidated Financial Statements included elsewhere in this quarterly report and our Form 10-K for the year ended December 31, 2008 filed with the Securities and Exchange Commission (the "SEC"). Certain information contained in the discussion and analysis set forth below and elsewhere in this quarterly report, including information with respect to our plans and strategies for our business and related financing, includes forward-looking statements that involve risk and uncertainties. In evaluating such statements, prospective investors should specifically consider the various factors identified in this quarterly report that could cause results to differ materially from those expressed in such forward-looking statements, including matters set forth in our Form 10-K for the year ended December 31, 2008 filed with the SEC.*

**Overview**

We are a leading competitive communications provider, in terms of revenue, offering voice and data communications and managed network solutions to small and medium sized business customers in 20 markets across 10 states throughout the Northeast and Mid-Atlantic United States, including major metropolitan markets such as New York, Philadelphia, Baltimore, Washington, D.C. and Boston. To meet the demands of communications-intensive business customers, we offer dedicated local and long distance voice, high-speed data and integrated services, as well as value-added products and services such as managed services. Our network architecture pairs the strength of a traditional infrastructure with an IP platform, built into our core and extending to the edge, to support dynamic growth of Voice Over Internet Protocol ("VoIP"), Multiprotocol Label Switching ("MPLS") and other next generation technologies. In addition, our network topology incorporates metro Ethernet access in key markets, enabling us to provide T-1 equivalent and high-speed Ethernet access services via unbundled network element loops to customers served from selected major metropolitan collocations, significantly increasing our margins while also enhancing capacity and speed of certain service offerings.

We recorded operating losses of \$17.2 million, \$32.1 million, \$3.0 million for the years ended December 31, 2006, 2007 and 2008, respectively. For the nine months ended September 30, 2009, we recorded operating income of \$19.3 million. For the years ended December 31, 2006, 2007 and 2008 and for the nine months ended September 30, 2009, we recorded net losses of \$41.5 million, \$65.5 million, \$42.9 million and \$11.7 million, respectively. Although we expect to continue to have net losses for the foreseeable future, the synergies we have effectuated through our acquisitions offer some areas of increasing operating efficiencies that could lead to potentially more profitable net results.

Our business is subject to several macro trends, some of which negatively affect our operating performance. Among these negative trends are lower usage per customer, which translates into less usage-based revenue and lower unit pricing for certain services. In addition, we continue to face other industry wide trends including rapid technology changes and overall increases in competition from existing large competitors such as Verizon and established cable operators, other competitive local exchange carriers and new entrants such as VoIP, wireless and other service providers. These factors are partially mitigated by several positive trends. These include a more stable customer base, increasing revenue per customer due to the trend of customers to buy more products from us as we deploy new technology and expand our offerings, a focus on larger customers and an overall increase in demand for data, managed and enhanced services.

As of September 30, 2009, we have approximately 250 sales, sales management and sales support employees, including approximately 190 quota-bearing sales representatives, who target small and medium sized business or enterprise customers located within the footprint of our switching centers and approximately 260 collocations. We focus our sales efforts on communications intensive business customers who purchase multiple products that can be cost-effectively delivered on our network. These customers generally purchase high margin services in multi-year contracts and result in high retention rates. We believe that a lack of focus on the small and medium sized business segment from the Regional Bell Operating Companies has created an increased demand for alternatives in the small and medium sized business communications market. Consequently, we view this market as a sustainable growth opportunity and have focused our strategies on providing small and medium sized businesses with a competitive communications solution.

We focus our business strategy on providing services based on our T-1-based products, which we believe offer greater value to customers, increase customer retention and provide revenue growth opportunities for us. Historically, the Company's revenue was dominated by off-net, voice revenue from smaller customers. We have transitioned a large percentage of our revenue base to T-1 based products. As a result our combined revenue from T-1-based products and managed services grew by approximately 13% from 2007 to 2008. Revenue from the sale of T-1-based products and managed services grew by approximately 0.9% from the first nine months of 2008 to the first nine months of 2009, and currently represents approximately 43.9% of our total revenue and approximately 50.0% of our retail revenue stream, with typical incremental gross profit margins in excess of 60%.



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Our facilities-based network encompasses approximately 3,000 route miles of metro and long-haul fiber, approximately 260 collocations and approximately 500 lit buildings. Our network has the ability to deliver traditional services, such as Plain Old Telephone Service ("POTS") and T-1 lines, as well as DSL, or Digital Subscriber Line, and next generation services, such as dynamic VoIP integrated T-1s, Ethernet in the first mile, hosted VoIP solutions, and MPLS Virtual Private Networks. We provide services to our customers primarily through our network of owned telecommunications switches, data routers and related equipment and owned and leased communications lines and transport facilities using a variety of access methods, including unbundled network element loops, special access circuits and digital T-1 transmission lines for our on-net customers. We have deployed an IP-based platform that facilitates the development of next generation services and the migration of our traffic and customer base to a more cost-effective and efficient IP-based infrastructure, which enhances the performance of our network. As of September 30, 2009, approximately three-fourths of our total lines were provisioned on-net.

**Results of Operations**

The following table sets forth, for the periods indicated, certain financial data as a percentage of total revenues.

	<b><u>Three Months Ended September 30,</u></b>		<b><u>Nine Months Ended September 30,</u></b>	
	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>
Revenues:				
Voice and data services	86.4%	87.6%	86.9%	87.0%
Wholesale	3.9%	4.1%	3.7%	4.1%
Access	5.7%	5.0%	5.7%	5.3%
Total network services	96.0%	96.7%	96.3%	96.4%
Other	4.0%	3.3%	3.7%	3.6%
Total revenues	100.0%	100.0%	100.0%	100.0%
Operating expenses:				
Network services	50.0%	47.2%	50.2%	47.7%
Other cost of revenues	1.8%	1.5%	1.8%	1.7%
Selling, general and administrative	33.0%	33.6%	33.7%	33.9%
Software development	0.3%	0.4%	0.3%	0.4%
Depreciation and amortization	14.2%	10.7%	14.4%	10.8%
Total operating expenses	99.3%	93.4%	100.4%	94.5%
Income (loss) from operations	0.7%	6.6%	(0.4%)	5.5%
Interest expense	(7.9%)	(8.9%)	(7.8%)	(8.5%)
Interest income	0.1%	0.0%	0.2%	0.0%
Other income (expense)	0.0%	0.0%	0.0%	0.0%
Loss before provision for income taxes	(7.1%)	(2.3%)	(8.0%)	(3.0%)
Provision for income taxes	(0.1%)	(0.2%)	(0.2%)	(0.3%)
Net loss	(7.2%)	(2.5%)	(8.2%)	(3.3%)

**Table of Contents****Key Components of Results of Operations*****Revenues***

Our revenues, as detailed in the table above, consist primarily of network services revenues, which consists primarily of voice and data managed and hosted services, wholesale services and access services. Voice and data services consist of local dial tone, long distance and data services, as well as managed and hosted services. Wholesale services consist of voice and data services, data collocation services and transport services. Access services includes carrier access and reciprocal compensation revenue, which consists primarily of usage charges that we bill to other carriers to originate and terminate their calls from and to our customers. Network services revenues represents a predominantly recurring revenue stream linked to our retail and wholesale customers.

We generate approximately 87% of our revenues from retail end customer voice and data products and services. Revenue from end customer data includes T-1/T-3, integrated T-1 data and other managed services trending to an increasing percentage of our overall revenue even as voice revenues, predominately POTS and long distance services, remain the core of our revenue base. Data cabling, service installation and wiring and phone systems sales and installation also form a small but growing portion of our overall business. We continue to focus on data, managed and hosted services as growth opportunities as we expect the industry to trend toward lower usage components of legacy products such as long distance and local usage. This lower usage is primarily driven by trends toward customers using more online and wireless communications.

***Cost of Revenues (exclusive of depreciation and amortization)***

Our network services cost of revenues consist primarily of the cost of operating our network facilities. Determining our cost of revenues requires significant estimates. The network components for our facilities-based business include the cost of:

- leasing local loops and digital T-1 lines which connect our customers to our network;
- leasing high capacity digital lines that connect our switching equipment to our collocations;
- leasing high capacity digital lines that interconnect our network with the incumbent local exchange carriers;
- leasing space, power and terminal connections in the incumbent local exchange carrier central offices for collocating our equipment;
- signaling system network connectivity; and
- Internet transit and peering, which is the cost of delivering Internet traffic from our customers to the public Internet.

The costs to obtain local loops, digital T-1 lines and high capacity digital interoffice transport facilities from the incumbent local exchange carriers vary by carrier and by state and are regulated under federal and state laws. We do not anticipate any significant changes in Verizon local loop, digital T-1 line or high capacity digital interoffice transport facility rates in the near future. Except for our lit buildings, in virtually all areas, we obtain local loops, T-1 lines and interoffice transport capacity from the incumbent local exchange carriers. We obtain interoffice facilities from carriers other than the incumbent local exchange carriers, where possible, in order to lower costs and improve network redundancy; however, in most cases, the incumbent local exchange carriers are our only source for local loops and T-1 lines.

Our off-net network services cost of revenues consists of amounts we pay to Verizon and AT&T pursuant to our commercial agreements with them. Rates for such services are prescribed in the commercial agreements and available for the term of the agreements. Rates were subject to a surcharge that increased by a predetermined amount on each of the first, second and third anniversaries of the agreements' terms and is now fixed for the duration of the agreements' terms. The commercial agreements, which expire in 2010 and 2011, require certain minimum purchase obligations, which we have met in all of the years we were under the commercial agreements.

Our network services cost of revenues also includes the fees we pay for long distance, data and other services. We have entered into long-term wholesale purchasing agreements for these services. Some of the agreements contain significant termination penalties and/or minimum usage volume commitments. In the event we fail to meet minimum volume commitments, we may be obligated to pay underutilization charges. We do not anticipate having to pay any underutilization charges in the foreseeable future.

Table of Contents***Gross Profit (exclusive of depreciation and amortization)***

Gross profit (exclusive of depreciation and amortization), as presented in this Management's Discussion and Analysis of Financial Condition and Results of Operations, represents income (loss) from operations, before depreciation and amortization, software development expenses and selling, general and administrative expenses ("SG&A"). Gross profit (exclusive of depreciation and amortization), is a non-GAAP financial measure used by our management, together with financial measures prepared in accordance with GAAP such as revenue and cost of revenue, to assess our historical and prospective operating performance.

The following table sets forth, for the periods indicated, a reconciliation of gross profit (exclusive of depreciation and amortization), to income (loss) from operations as income (loss) from operations is calculated in accordance with GAAP:

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2008</b>	<b>2009</b>	<b>2008</b>	<b>2009</b>
Income (loss) from operations	\$ 800	\$ 7,435	\$ (1,987)	\$ 19,263
Depreciation and amortization	17,828	12,111	54,525	37,913
Software development	414	487	1,229	1,418
Selling, general and administrative	41,467	37,841	127,150	119,677
Gross profit (exclusive of depreciation and amortization)	<u>\$ 60,509</u>	<u>\$ 57,874</u>	<u>\$ 180,917</u>	<u>\$ 178,271</u>
Gross profit, as a percentage of revenue	<u>48.2%</u>	<u>51.3%</u>	<u>48.0%</u>	<u>50.6%</u>

Gross profit is a measure of the general efficiency of our network costs in comparison to our revenue. As we expense the current cost of our network against current period revenue, we use this measure as a tool to monitor our progress with regards to network optimization and other operating metrics.

Our management also uses gross profit to evaluate performance relative to that of our competitors. This financial measure permits a comparative assessment of operating performance, relative to our performance based on our GAAP results, while isolating the effects of certain items that vary from period to period without any correlation to core operating performance or that vary widely among similar companies. Our management believes that gross profit is a particularly useful comparative measure within our industry.

We provide information relating to our gross profit so that analysts, investors and other interested persons have the same data that management uses to assess our operating performance, which permits them to obtain a better understanding of our operating performance and to evaluate the efficacy of the methodology and information used by our management to evaluate and measure such performance on a standalone and a comparative basis.

Our gross profit may not be directly comparable to similarly titled measures reported by other companies due to differences in accounting policies and items excluded or included in the adjustments, which limits its usefulness as a comparative measure. In addition, gross profit has other limitations as an analytical financial measure. These limitations include the following:

- gross profit does not reflect our capital expenditures, future requirements for capital expenditures or contractual commitments to purchase capital equipment;
- gross profit does not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, associated with our indebtedness;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will likely have to be replaced in the future, and gross profit does not reflect any cash requirements for such replacements; and
- gross profit does not reflect the SG&A expenses necessary to run our ongoing operations.

Our management compensates for these limitations by relying primarily on our GAAP results to evaluate its operating performance and by considering independently the economic effects of the foregoing items that are or are not reflected in gross profit. As a result of these limitations, gross profit should not be considered as an alternative to income (loss) from operations, as calculated in accordance with GAAP, as a measure of operating performance.



**Table of Contents*****Selling, General and Administrative***

SG&A is comprised primarily of salaries and related expenses, non-cash compensation, occupancy costs, sales and marketing expenses, commission expenses, bad debt expense, billing expenses, professional services expenses and insurance expenses.

Determining our allowance for doubtful accounts receivable requires significant estimates. In determining the proper level for the allowance we consider factors such as historical collections experience, the aging of the accounts receivable portfolio and economic conditions. We perform a credit review process on each new customer that involves reviewing the customer's current service provider bill and payment history, matching customers with national databases for delinquent customers and, in some cases, requesting credit reviews through Dun & Bradstreet Corporation.

***Depreciation and Amortization***

Our depreciation and amortization expense currently includes depreciation for network-related voice and data equipment, fiber, back-office systems, third-party conversion costs, internally developed software, furniture, fixtures, leasehold improvements, office equipment and computers and amortization of intangibles associated with mergers, acquisitions and software development costs.

**Three Months Ended September 30, 2008 Compared to Three Months Ended September 30, 2009**

Set forth below is a discussion and analysis of our results of operations for the three months ended September 30, 2008 and 2009.

The following table provides a comparison of components of our gross profit (exclusive of depreciation and amortization) for the three months ended September 30, 2008 and 2009:

	Three Months Ended September 30,				
	2008		2009		
	Amount	% of Total Revenues	Amount	% of Total Revenues	% Change
Revenues:					
Network services	\$ 120,570	96.0%	\$ 109,053	96.7%	(9.6%)
Other	4,965	4.0%	3,665	3.3%	(26.2%)
Total revenues	125,535	100.0%	112,718	100.0%	(10.2%)
Cost of revenues:					
Network services	62,742	50.0%	53,162	47.2%	(15.3%)
Other	2,284	1.8%	1,682	1.5%	(26.4%)
Total cost of revenues	65,026	51.8%	54,844	48.7%	(15.7%)
Gross profit:					
Network services	57,828	46.1%	55,891	49.5%	(3.3%)
Other	2,681	2.1%	1,983	1.9%	(26.0%)
Total gross profit	\$ 60,509	48.2%	\$ 57,874	51.3%	(4.4%)

**Table of Contents****Revenues**

Revenues for the three months ended September 30, 2008 and 2009 were as follows:

	Three Months Ended September 30,		2008		2009		% Change
	Amount	% of Total Revenues	Amount	% of Total Revenues	Amount	% of Total Revenues	
Revenues:							
Voice and data services	\$ 108,446	86.4%	\$ 98,814	87.6%			(8.9%)
Wholesale	4,926	3.9%	4,637	4.1%			(5.9%)
Access	7,198	5.7%	5,602	5.0%			(22.2%)
Total network services	120,570	96.0%	109,053	96.7%			(9.6%)
Other	4,965	4.0%	3,665	3.3%			(26.2%)
Total revenues	\$ 125,535	100.0%	\$ 112,718	100.0%			(10.2%)

Overall our revenues have declined 10.2% when comparing the three months ended September 30, 2008 with the same period in 2009. Our overall revenue decline primarily stems from declines in voice services revenues, which have decreased \$10.7 million or 13.2% between 2008 and 2009. This decrease is due to increased line churn, lower usage revenue per customer, lower prices per unit for certain services and a lower number of lines and customers. Part of the decrease was also attributable to our decision to discontinue the use of telemarketing as a sales channel for new sales. The voice service revenue decrease experienced during the current quarter has moderately accelerated over decreases experienced in previous quarters, which we attribute to the current economic conditions. Historically, our data services revenues have increased on a quarter over quarter basis and have partially mitigated our declines in voice services, however, data services revenues were unchanged when comparing the three months ended September 30, 2008 with the same period in 2009. Our carrier access revenues have decreased primarily due to decreasing revenue from voice services, which reduces our revenues from access originations and terminations and reciprocal compensation. In terms of absolute dollars, our wholesale revenues from our T-1 and data products as well as from voice terminations showed only modest declines. Our other revenues, which include data cabling, service installation and wiring and phone systems sales and installation, have declined due to current economic conditions.

**Cost of Revenues (exclusive of depreciation and amortization)**

Cost of revenues were \$54.8 million for the three months ended September 30, 2009, a decrease of 15.7% from \$65 million for the same period in 2008. As part of our continual improvement efforts, we were able to improve the efficiency of our network and improve our margins. Our costs consist primarily of those incurred from other providers and those incurred from the cost of our network. Costs where we purchased services or products from third party providers comprised \$51.5 million, or 79.2% of our total cost of revenues for the three months ended September 30, 2008 and \$44.2 million, or 80.5% in the three months ended September 30, 2009. The most significant components of our costs purchased from third party providers consist of costs related to our Verizon wholesale advantage contract (formerly UNE-P), UNE-L and T-1 costs, which totaled \$13.3 million, \$6.8 million and \$13.5 million, respectively, for the three months ended September 30, 2008. These costs totaled \$11.2 million, \$6.0 million and \$13.3 million, respectively, for the three months ended September 30, 2009. Combined these costs decreased by 9.2% between 2008 and 2009. We have experienced a decrease in costs where we purchased services or products from third parties primarily due to our effective migration of lines to lower cost platforms.

**Gross Profit (exclusive of depreciation and amortization)**

Gross profit was \$57.9 million for the three months ended September 30, 2009, a decrease of 4.4% from \$60.5 million for the same period in 2008. As a percentage of revenues gross profit increased to 51.3% in 2009 from 48.2% in 2008. The increase in gross profit as a percentage of revenues is primarily due to lower costs resulting from provisioning more lines from resale and unbundled network platform to on-net. We are focusing sales initiatives towards increasing the amount of data and integrated T-1 lines sold, as we believe that these initiatives will produce incrementally higher margins than those currently reported from POTS services. In addition, as we continue to drive additional cost saving initiatives, including provisioning customers to our on-net facilities, identifying additional inaccuracies in billing from existing carriers, renegotiating existing agreements and executing new agreements with additional interexchange carriers, we believe that our gross profit will improve.

**Table of Contents*****Selling, General and Administrative***

SG&A expenses were \$37.8 million, 33.6% of revenues, for the three months ended September 30, 2009, a decrease of 8.9% from \$41.5 million, 33.0% of revenues, for the same period in 2008. This decrease is primarily due to decreased employee costs of \$2.3 million, which reflects cost savings achieved through reduced headcount, and decreased commission expenses of \$1.2 million due to declining revenues. We continue to look for additional cost savings in various categories throughout the organization.

***Depreciation and Amortization***

Depreciation and amortization costs were \$12.1 million for the three months ended September 30, 2009, a decrease of 32.0% from \$17.8 million for the same period in 2008. This decrease in depreciation and amortization expense was due to fully amortizing some of our acquired customer base intangible assets during 2008. Amortization expense included in our results of operations for customer base intangible assets for the three months ended September 30, 2009 was \$3.7 million, a decrease of \$5.6 million, from \$9.3 million included in our results of operations during the same period in 2008.

***Interest***

Interest expense was \$10.0 million for the three months ended September 30, 2009 and was unchanged from the same period in 2008. Our effective annual interest rates for the three months ended September 30, 2008 and 2009 is as follows:

	<b>Three Months Ended September 30,</b>	
	<b>2008</b>	<b>2009</b>
Interest expense	\$ 10,019	\$ 10,043
Weighted average debt outstanding	\$ 310,882	\$ 330,105
Effective annual interest rate	12.89%	12.17%

**Table of Contents****Nine Months Ended September 30, 2008 Compared to Nine Months Ended September 30, 2009**

Set forth below is a discussion and analysis of our results of operations for the nine months ended September 30, 2008 and 2009.

The following table provides a comparison of components of our gross profit (exclusive of depreciation and amortization) for the nine months ended September 30, 2008 and 2009:

	<b>Nine Months Ended September 30,</b>				
	<b>2008</b>		<b>2009</b>		<b>% Change</b>
	<b>Amount</b>	<b>% of Total Revenues</b>	<b>Amount</b>	<b>% of Total Revenues</b>	
Revenues:					
Network services	\$ 363,458	96.3%	\$ 339,653	96.4%	(6.5%)
Other	13,933	3.7%	12,590	3.6%	(9.6%)
Total revenues	<u>377,391</u>	<u>100.0%</u>	<u>352,243</u>	<u>100.0%</u>	<u>(6.7%)</u>
Cost of revenues:					
Network services	189,307	50.2%	167,883	47.7%	(11.3%)
Other	7,167	1.8%	6,089	1.7%	(15.0%)
Total cost of revenues	<u>196,474</u>	<u>52.0%</u>	<u>173,972</u>	<u>49.4%</u>	<u>(11.5%)</u>
Gross profit:					
Network services	174,151	46.1%	171,770	48.8%	(1.4%)
Other	6,766	1.9%	6,501	1.8%	(3.9%)
Total gross profit	<u>\$ 180,917</u>	<u>48.0%</u>	<u>\$ 178,271</u>	<u>50.6%</u>	<u>(1.5%)</u>

**Revenues**

Revenues for the nine months ended September 30, 2008 and 2009 were as follows:

	<b>Nine Months Ended September 30,</b>				
	<b>2008</b>		<b>2009</b>		<b>% Change</b>
	<b>Amount</b>	<b>% of Total Revenues</b>	<b>Amount</b>	<b>% of Total Revenues</b>	
Revenues:					
Voice and data services	\$ 327,822	86.9%	\$ 306,519	87.0%	(6.5%)
Wholesale	13,944	3.7%	14,519	4.1%	4.1%
Access	21,692	5.7%	18,615	5.3%	(14.2%)
Total network services	363,458	96.3%	339,653	96.4%	(6.5%)
Other	13,933	3.7%	12,590	3.6%	(9.6%)
Total revenues	<u>\$ 377,391</u>	<u>100.0%</u>	<u>\$ 352,243</u>	<u>100.0%</u>	<u>(6.7%)</u>

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Overall, our revenues have declined 6.7% when comparing the nine months ended September 30, 2008 with the same period in 2009. Our overall revenue decline primarily stems from declines in voice services revenues, which have decreased \$25.0 million or 10.1% between 2008 and 2009. This decrease is due to increased line churn, lower usage revenue per customer, lower prices per unit for certain services and a lower number of lines and customers. Part of the decrease was also attributable to our decision to discontinue the use of telemarketing as a sales channel for new sales. The voice services revenues decrease experienced during the current quarter has moderately accelerated over decreases experienced in previous quarters, which we attribute to the current economic conditions. This decrease has been slightly offset by an increased demand for our data, hosted and managed services. Our revenues from data services have increased by \$3.7 million or 4.8% when comparing the nine months ended September 30, 2008 with the same period in 2009. The decrease in our voice services have also been partially offset by higher revenue per customer due to the trend toward multiple products per customer and a focus on larger customers. Our carrier access revenues have decreased primarily due to decreasing revenue from voice services, which reduces our revenues from access originations and terminations and reciprocal compensation. Our wholesale revenue increased primarily as a result of organic growth of our T-1 and data products as well as from voice terminations. Our other revenues, which include data cabling, service installation and wiring and phone systems sales and installation, have declined due to current economic conditions.

***Cost of Revenues (exclusive of depreciation and amortization)***

Cost of revenues was \$174.0 million for the nine months ended September 30, 2009, a decrease of 11.5% from \$196.5 million for the same period in 2008. As part of our continual improvement efforts, we were able to improve the efficiency of our network and improve our margins. Our costs consist primarily of those incurred from other providers and those incurred from the cost of our network. Costs where we purchased services or products from third-party providers comprised \$155.3 million, or 79.0% of our total cost of revenues for the nine months ended September 30, 2008 and \$138.1 million, or 79.4% in the nine months ended September 30, 2009. The most significant components of our costs purchased from third-party providers consist of costs related to our Verizon wholesale advantage contract (formerly UNE-P), UNE-L and T-1 costs, which totaled \$40.1 million, \$19.7 million and \$41.1 million, respectively, for the nine months ended September 30, 2008. These costs totaled \$34.9 million, \$19.0 million and \$40.4 million, respectively, for the nine months ended September 30, 2009. Combined, these costs decreased by 6.5% between 2008 and 2009. We have experienced a decrease in costs where we purchased services or products from third parties primarily due to our effective migration of lines to lower cost platforms.

***Gross Profit (exclusive of depreciation and amortization)***

Gross profit was \$178.3 million for the nine months ended September 30, 2009, a decrease of 1.5% from \$180.9 million for the same period in 2008. As a percentage of revenues gross profit increased to 50.6% in 2009 from 48.0% in 2008. The increase in gross profit as a percentage of revenues is primarily due to lower costs resulting from provisioning more lines from resale and unbundled network platform to on-net. We are focusing sales initiatives towards increasing the amount of data and integrated T-1 lines sold, as we believe that these initiatives will produce incrementally higher margins than those currently reported from POTS services. In addition, as we continue to drive additional cost saving initiatives, including provisioning customers to our on-net facilities, identifying additional inaccuracies in billing from existing carriers, renegotiating existing agreements and executing new agreements with additional interexchange carriers, we believe that our gross profit will improve.

***Selling, General and Administrative***

SG&A expenses were \$119.7 million, 33.9% of revenues, for the nine months ended September 30, 2009, a decrease of 5.9% from \$127.2 million, 33.7% of revenues, for the same period in 2008. This decrease is primarily due to decreased employee costs of \$3.7 million due to cost savings achieved through reduced headcount, decreased commission expenses of \$3.5 million due to declining revenues, and decreased professional and consulting fees of \$0.9 million due to the reduced use of outside professional and temporary help. These decreases were partially offset by increased bad debt expenses of \$1.1 million from increased accounts receivable write-offs during the nine months ended September 30, 2009. We continue to look for additional cost savings in various categories throughout the organization.

***Depreciation and Amortization***

Depreciation and amortization costs were \$37.9 million for the nine months ended September 30, 2009, a decrease of 30.5% from \$54.5 million for the same period in 2008. This decrease in depreciation and amortization expense was due to fully amortizing some of our acquired customer base intangible assets during 2008. Amortization expense included in our results of operations for customer base intangible assets for the nine months ended September 30, 2009 was \$12.0 million, a decrease of \$17.3 million from \$29.3 million included in our results of operations during the same period in 2008.

**Table of Contents*****Interest***

Interest expense was \$30.1 million for the nine months ended September 30, 2009, an increase of 2.0% from \$29.5 million for the same period in 2008. The increase was primarily a result of having a higher average outstanding debt balance for the nine months ended September 30, 2009 compared to 2008. The higher average debt balance is due to the outstanding borrowings on our revolving credit facility. Our effective annual interest rates for the nine months ended September 30, 2008 and 2009 are as follows:

	<b><u>Nine Months Ended September 30,</u></b>	
	<b><u>2008</u></b>	<b><u>2009</u></b>
Interest expense	\$ 29,474	\$ 30,143
Weighted average debt outstanding	\$ 310,105	\$ 331,202
Effective annual interest rate	12.67%	12.13%

**Off-Balance Sheet Arrangements**

We have no special purpose or limited purpose entities that provide off-balance sheet financing, liquidity, or market or credit risk support, and we do not currently engage in hedging, research and development services, or other relationships that expose us to any liabilities that are not reflected on the face of our financial statements.

**Liquidity and Capital Resources**

Our principal sources of liquidity are cash from operations, our cash, cash equivalents and investments and access to undrawn portions of our \$25.0 million credit facility and our capital lease line. Our short-term liquidity requirements consist of interest on our notes, capital expenditures and working capital. Our long-term liquidity requirements consist of the principal amount of our notes and our outstanding borrowings under our revolving credit facility. Based on our current level of operations and anticipated growth, we believe that our existing cash, cash equivalents and available borrowings under our credit facility will be sufficient to fund our operations and to service our notes for at least the next 12 months. Further, a significant majority of our planned capital expenditures are "success-based" expenditures, meaning that it is directly linked to new revenue, and if they are made, they will be made only when it is determined that they will directly lead to more profitable revenue. As of September 30, 2009, we have \$6.0 million of capital lease obligations outstanding under our capital lease line. As of September 30, 2009, we had \$23.5 million of outstanding borrowings under our revolving credit facility, all of which we have invested in U.S. Treasury notes. Additionally, we have used our credit facility to collateralize \$1.3 million of outstanding letters of credit as of September 30, 2009. Our cash and cash equivalents are being held in several large financial institutions, although most of our balances exceed the Federal Deposit Insurance Corporation insurance limits.

As of September 30, 2009, we require approximately \$102.4 million in cash to service the interest due on our notes throughout the remaining life of the notes. We may need to refinance all or a portion of our indebtedness, including the notes, at or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness, including the notes and our credit facility, on commercially reasonable terms or at all. However, we continuously evaluate and consider all financing opportunities. Any future acquisitions or other significant unplanned costs or cash requirements may also require that we raise additional funds through the issuance of debt or equity.

For information regarding our revolving credit facility and senior secured notes, see our Form 10-K for the year ended December 31, 2008.

**Table of Contents*****Disputes***

During December 2008, we finalized a settlement with Verizon, which extinguished virtually all outstanding disputes between the parties as of March 31, 2008. The settlement included a comprehensive mutual release of any liability or potential liability between the parties effective as of that date. We nonetheless continue to be involved in a variety of disputes with multiple carrier vendors relating to billings of approximately \$20 million as of September 30, 2009. We believe we have accrued an amount appropriate to settle all remaining disputed charges. However, it is possible that the actual settlement of any remaining disputes may differ from our reserves and that we may settle at amounts greater than the estimates. We have sufficient cash on hand to fund any differences between our expected and actual settlement amounts.

**Nine Months Ended September 30, 2008 Compared to Nine Months Ended September 30, 2009*****Cash Flows from Operating Activities***

Cash provided by operating activities was \$7.2 million for the nine months ended September 30, 2008, compared to cash provided by operating activities of \$16.2 million for 2009. During the nine months ended September 30, 2009 and 2008, we paid \$34.1 million in interest expense on our notes and \$0.9 million in interest expense on our credit facility. The change in cash provided by operations was due to the improvement in our income from operations partially offset by payments made in connection with our settlement with Verizon.

***Cash Flows from Investing Activities***

Cash used in investing activities was \$36.8 million for the nine months ended September 30, 2008, compared to \$24.5 million for 2009. The change in cash flow from investing activities was primarily due to decreased capital expenditures during the nine months ended September 30, 2009. Additionally, we used \$5.0 million during the nine months ended September 30, 2008 to acquire Lightwave.

***Cash Flows from Financing Activities***

Cash flows provided by financing activities were \$10.4 million for the nine months ended September 30, 2008, compared to cash used in financing activities of \$2.7 million for 2009. The change in cash flows from financing activities was primarily due to a reduced amount of borrowing from our capital lease line and revolving line of credit in the nine months ended September 30, 2009 as compared to the same period in 2008.

**New Accounting Standards**

See Note 4 to this Item 1 for accounting standards that were issued since the filing of our Form 10-K for the year ended December 31, 2008. These new accounting standards are not expected to have a material impact on our financial position, results of operations or liquidity.

**Application of Critical Accounting Policies and Estimates**

The preparation of the condensed consolidated financial statements in accordance with GAAP requires us to make judgments, estimates and assumptions regarding uncertainties that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. We use historical experience and all available information to make these judgments and estimates and actual results could differ from those estimates and assumptions that are used to prepare our financial statements at any given time. Despite these inherent limitations, management believes that Management's Discussion and Analysis of Financial Condition and Results of Operations and the accompanying condensed consolidated financial statements and footnotes provide a meaningful and fair perspective of our financial condition and operating results for the current period. For more information, see our Form 10-K for the year ended December 31, 2008.

**Other Matters**

At September 30, 2009, we had NOL carryforwards for federal and state income tax purposes. The amount of such available NOL carryforwards which may be available to offset future taxable income was approximately \$139.2 million. The Company has provided a full valuation allowance against the net deferred tax assets as of September 30, 2009 because management does not believe it is more likely than not that this asset will be realized.

**Table of Contents****Item 3. Quantitative and Qualitative Disclosures About Market Risk**

In the normal course of business, our financial position is subject to a variety of risks, such as the collectability of our accounts receivable and the recoverability of the carrying values of our long-term assets. Our long-term obligations consist primarily of long-term debt with fixed interest rates and our revolving credit facility with a variable interest rate. We are not exposed to market risks from changes in foreign currency exchange rates or commodity prices. We do not hold any derivative financial instruments nor do we hold any securities for trading or speculative purposes.

We continually monitor the collectability of our accounts receivable and although our write-offs have increased during the nine months ended September 30, 2009, we have not noted any significant changes in our collections as a result of the current economic and market conditions. We believe that our allowance for doubtful accounts is adequate as of September 30, 2009. Should the market conditions continue to worsen or should our customers' ability to pay decrease, we may be required to increase our allowance for doubtful accounts, which would result in a charge to our SG&A expenses.

Our available cash balances are invested on a short-term basis (generally overnight) and, accordingly, are not subject to significant risks associated with changes in interest rates. Substantially all of our cash flows are derived from our operations within the United States and we are not subject to market risk associated with changes in foreign exchange rates.

Our investment securities are classified as available for sale, and consequently, are recorded on the balance sheet at fair value with unrealized gains and losses reflected in stockholders' deficiency. Our investment securities are comprised solely of short-term U.S. Treasury notes with original maturity dates of three to nine months. These investment securities, like all fixed income instruments, are subject to interest rate risk and will fall in value if market interest rates increase.

The fair value of our 11 3/8% senior secured notes due 2012 was approximately \$274.9 million at September 30, 2009. Our senior secured notes, like all fixed rate securities are subject to interest rate risk and will fall in value if market interest rates increase.

The fair value of the long-term debt outstanding under our revolving credit facility approximates its carrying value of \$23.5 million due to its variable interest rate. A change in interest rates of 100 basis points would change our interest expense by \$0.2 million on an annual basis.

**Item 4T. Controls and Procedures***Evaluation of Disclosure Controls and Procedures*

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 15d-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2009. For information regarding the Company's internal control over financial reporting, see our Form 10-K for the year ended December 31, 2008.

*Changes in Internal Control Over Financial Reporting*

There have been no changes in the Company's internal control over financial reporting during the quarter ended September 30, 2009 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

**Table of Contents****PART II — OTHER INFORMATION****Item 1. Legal Proceedings**

We are currently a party to several legal actions. AT&T Communications of New York, Inc. and Teleport Communications Group, Inc. commenced an action against us in the U.S. District Court for the Southern District of New York in March, 2008. Plaintiffs seek monetary relief, including recovery of amounts billed for switched access service. This matter has been referred to the New York Public Service Commission.

We are also a party to certain legal actions and regulatory investigations and enforcement proceedings arising in the ordinary course of business. We are also involved in certain billing and contractual disputes with our vendors. We do not believe that the ultimate outcome of any of the foregoing actions will result in any liability that would have a material adverse effect on our financial condition, results of operations or cash flows.

For more information, see the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Form 10-K for the year ended December 31, 2008.

**Item 1A. Risk Factors**

CIT Group, Inc. ("CIT"), an affiliate of one of our lenders under our credit facility filed for bankruptcy on November 1, 2009. We do not expect that CIT's bankruptcy filing will have a negative impact on us, but there can be no such assurances. We will continue to monitor the situation.

Other than the risk factor noted above, there have been no material changes in our risk factors from those set forth in our Form 10-K for the year ended December 31, 2008, which should be read in conjunction with this report.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Submission of Matters to a Vote of Security Holders**

None.

**Item 5. Other Information**

None.

**Table of Contents****Item 6. Exhibits**

The following exhibits are filed herewith:

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
31.1	Certification of the Company's Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Company's Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**Table of Contents****SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on November 6, 2009.

**BROADVIEW NETWORKS HOLDINGS, INC.**

By: /s/ MICHAEL K. ROBINSON

Name: Michael K. Robinson

Title: Chief Executive Officer,  
President and Assistant Treasurer

By: /s/ COREY RINKER

Name: Corey Rinker

Title: Chief Financial Officer,  
Treasurer and Assistant Secretary

**Table of Contents****EXHIBIT INDEX**

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32.2	Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**ATTACHMENT E**  
**COMPLAINT HISTORY**

Broadview Networks, Inc., is presently authorized by the Federal Communications Commission to provide interstate domestic and international telecommunications services pursuant to Section 214 of the Communications Act of 1934, as amended. Broadview is also certified, registered or otherwise authorized to provide interexchange long distance telecommunications services throughout the contiguous United States (with the exception of South Dakota). Additionally, Broadview has authority to provide local exchange telecommunications services in California, Connecticut, the District of Columbia, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, Michigan, Nevada, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia and Washington. Like all telecommunications carriers providing service to the public, Applicant has occasionally been the subject of consumer complaints lodged against it with various state commissions; these complaints have usually concerned service quality and/or billing issues. All have been resolved to the customers' satisfaction and none has been reduced to a Commission Order.

Applicant has never had any application for authority to provide telecommunications services denied by any jurisdiction. However, as a result of the inadvertent failure to remain timely with respect to all filing obligations under the Illinois Business Corporation Act of 1983, Broadview's foreign corporation authority in Illinois was revoked, leading to the cancellation of its authority to provide telecommunications services in the State of Illinois. Because of an internal restructuring of a number of Applicant's office locations in New York, New Jersey and Pennsylvania during the Spring of 2002, Applicant unfortunately did not become aware of this circumstance until after the revocation of its grant of authority. Subsequent to that time,

Applicant regained its authority to conduct business as a foreign corporation in the State of Illinois and remains current in the filing of annual and other reports. Indeed, Applicant has an application for local exchange service authority pending before the Illinois Commerce Commission and anticipates grant of such authority shortly.

**ATTACHMENT F**

**REVENUE AND EXPENSE PROJECTIONS**

Projected Total Revenues for the first 12 months of local  
exchange operation:

\$300,000

Projected Operating Expenses for the first 12 months  
of operation:

\$ 50,000

Net book value of all Arizona jurisdictional assets  
expected to be used in the provision of telecommunications  
service to Arizona customers at the end of the first 12  
months of operations

\$0.00